MENTAL TREATMENT ACT, 1930 ... p. 145
THE BISHOP OF BIRMINGHAM'S CASE p. 146

The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

VOL. LXXV. No. 9 [PAGES 143 TO 160]. **Saturday, February 28, 1931.** PRICE 1s.

SHL WITHDRAWN

FLOWERDEW & CO.,
LIMITED.
Law Writing, Typing and Stationery.
PARCHMENT AND SUBSTITUTE.
DEED PRINTING AND LITHOGRAPHY.
227-228, STRAND (*Facing Law Courts*)
'Phone: City 1155 (3 lns.). Tel. 'Flowerdew, London.'
CITY OFFICES:—11, POULTRY, E.C.2.

WILLIAM J. WILLIS
(A.M.I.M.E., F.C.S., M.I.S.I.)
Consulting Engineer and Valuer.
Staff of Specialists for Valuations of—
COLLIERIES, COKE OVEN AND BYE-PRODUCT PLANT, MINES, QUARRIES, CRUSHING PLANT, KILNS, IRON AND STEEL AND ENGINEERING WORKS.
Branches:
CARNFORTH, LANCASHIRE. Tel. 43 CARNFORTH.
Martin's Bank Chambers, Lancaster. ,, 638 LANCASTER.
County Hall, Beverley, Yorkshire. ,, 281 BEVERLEY.

COINS & MEDALS
COLLECTIONS OR SINGLE SPECIMENS BOUGHT AND SOLD.
VALUATIONS MADE.
A. H. BALDWIN & SONS, LTD.
Coin Dept.: 3, ROBERT STREET, ADELPHI, W.C.2. Temple Bar 1611.
Medal Dept.: 39, CHARING X RD., W.C.2. Gerr. 7717.

ESTABLISHED 1869.
LONDON GUARANTEE & ACCIDENT COY., LTD.,
FOR
COURT BONDS
OF EVERY DESCRIPTION.
SPECIAL INDEMNITIES IN CONNECTION WITH MISSING BENEFICIARIES, LOST DOCUMENTS, DEFECTS IN TITLE, ETC.
FIDELITY GUARANTEES.
HEAD OFFICE—
20, 21, 22, LINCOLN'S INN FIELDS, W.C.2.
TELEPHONE:—
HOLBORN 6941 (eleven lines).

For
ADMINISTRATION BONDS
RECEIVERSHIPS
CUSTOMS
FIDELITY GUARANTEES
THE
OCEAN
ACCIDENT & GUARANTEE CORPORATION LIMITED,
36-44, MOORGATE, LONDON, E.C.2.
Indemnities re:
LOST DOCUMENTS,
MISSING BENEFICIARIES,
DEFECTS IN TITLE,
FORGED TRANSFERS.
Other classes of business transacted, e.g.,
Accident, Burglary, Employers' Liability, Fire, Motor, &c., &c.

UNIVERSITY OF LONDON 30 JUN 1964 LIBRARY

DETECTIVES
DIVORCE AND CONFIDENTIAL INQUIRIES UNDERTAKEN BY
BURR & WYATT
with Secrecy, Ability and Dispatch.
SPECIAL EXPERIENCE IN BLACKMAIL AND WILL CASES.
BURR & WYATT,
2, Clement's Inn, Strand, W.C.2.
Telephone: HOLBORN 9021.
References to Leading London Solicitors.

Established 1836. Telephone: Holborn 0273.
GENERAL REVERSIONARY AND INVESTMENT CO.
Assets £1,000,000
Reversions and Life Interests Purchased or Loans Granted thereon.
Apply to the ACTUARY, 59, CAREY STREET, W.C.2.

THE GUARANTEE SOCIETY LIMITED
for
Administration Bonds
ON FAVOURABLE TERMS
OBLIGATION TO PRIVATE SURETIES AVOIDED.
Head Office: SUN COURT, CORNHILL, LONDON, E.C.3.
(*Late of 19, BIRCHIN LANE, E.C.3.*)
Telephones: Avenue 4071-2.
BRANCHES IN ALL PRINCIPAL TOWNS.
COURT BONDS and INDEMNITIES GENERALLY.

FIXED INCOMES.—HOMES FURNISHED on an equitable system of DEFERRED PAYMENT, specially adapted for those with fixed incomes who do not wish to disturb investments. The largest stock in the world to select from. All goods delivered free by Maple's own Motor Service direct to customers' residences in thirty-six counties.—Write for particulars to MAPLE and CO., Tottenham Court-road, London, W.1.

BILLS OF COSTS
(to ANY extent)
SETTLED OR TAXED.
G. PORTER NIXON & CO.,
Provincial Work undertaken.
14, BEDFORD ROW, LONDON, W.C.1.
CHANCERY 8031.
Costs Departments Managed.

"'The Solicitors' Journal'—That Admirably Conducted Paper of the Profession."—*The Hon. Mr. Justice McCardie.*

THE SOLICITORS' JOURNAL

REVISED

Advertisement Rates.

APPOINTMENTS VACANT AND OTHER SMALL PRIVATE ADVERTISEMENTS.

30 words (or less) .. **6s. 0d.**
Per line after .. **1s. 0d.**
Appointments Wanted **5s. 0d.**

Registration and Postage of Replies sent to Box Number, **1s. 0d.**
ALL REPLIES ARE FORWARDED DAILY.

DISPLAYED ADVERTISEMENTS.

Front Cover **20s.** per Inch. (S.C.)
Other Pages from **12s.** to **15s.** per Inch. **£5** per Column.
Per Page, facing matter, **£16 16s.**
Other Pages, **£12 12s.**
Half Page and Quarter Page, *pro rata.*
Auctioneers' Announcements, **10s.** per inch (less 10%).
Auctioneers' Cards: Special rates according to length of series.
Public Notices, etc., **1s. 6d.** per line.
Information Required, Professional Announcements and Paragraph Advertisements, **2s.** per line.
SPECIAL TERMS FOR A SERIES.
RATES FOR SPECIAL NUMBERS BY AGREEMENT.
The Assistant Editor, The Solicitors' Journal, 29, Breams Buildings, E.C.4.
Telephone: Holborn 1853.

"TAXATION"

Edited by RONALD STAPLES

Is INDISPENSABLE to PRACTITIONERS

WHO DEAL WITH

INCOME TAX
DEATH DUTIES
LOCAL RATING

Send for a Specimen Copy (7d. post free) and PROVE THIS ASSERTION.

PRICE 6d. WEEKLY
Of all Newsagents.

Printed and Published for the Proprietors by Messrs. GEE & CO. (Publishers) Ltd., 6, Kirby Street, E.C.1.

COMPLETE PRACTICAL
INCOME TAX

By A. G. McBAIN.

5th LARGE EDITION. JUST PUBLISHED.

7/6 net. **8/-** post free.

GEE & CO. (PUBLISHERS) LIMITED,
6, Kirby Street, Hatton Garden, E.C.2.

THE NEW CATALOGUE

OF PROFESSIONAL AND BUSINESS BOOKS

will be forwarded post free on request.

The works of all publishers on these specialised subjects may be inspected in comfort at

The CITY LIBRARY

41 MOORGATE 41
LONDON, E.C.2.

The Solicitors' Journal

BINDING Vol. 74—(Part II).

(JULY TO DECEMBER, 1930.)

Arrangements are now complete for the prompt Binding of Part II of the above Volume. The charges are as follows:—

Brown or Green Cloth Covers -	10s. 6d.
Half-calf, 4 or 5 Bands - -	16s. 6d.
Binding Cases - - - -	5s. 0d.

Numbers for Binding should be addressed, Carriage Paid to—

THE BINDING DEPARTMENT,
THE SOLICITORS' JOURNAL,
29, BREAMS BUILDINGS,
E.C.4.

The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXV **Saturday, February 28, 1931.** No. 9

Current Topics: Payments in Kind—Violence in Court—The "Rose *v.* Rose" Clause—The Ministry of Labour and "The Catering Trade"—Costs Payable by a Prosecutor—A Legal Classic 143
Criminal Law and Practice 145
Mental Treatment Act, 1930 .. 145
The Bishop of Birmingham's Case .. 146
Sick & Provident Funds for Employees 147
Company Law and Practice 148
A Conveyancer's Diary 149
Landlord and Tenant Notebook .. 150
Our County Court Letter 151
Practice Notes 151
Obituary 152
Correspondence 152
Books Received 152
Points in Practice 153
In Lighter Vein 155
Notes of Cases—
Fisher or Simpson (now Johnston, pauper) *v.* London Midland and Scottish Railway Company .. 155
Miller *v.* Cannon Hill Estates, Ltd. 155
London Welsh Estates, Ltd. *v.* Philip 156
Green *v.* Arcos, Ltd. 156
Hallam *v.* Hallam (Gould intervening) 157
Societies 157
Legal Notes and News 159
Court Papers 160
Stock Exchange Prices of certain Trustee Securities 160

Current Topics.

Payments in Kind.

THE CURIOUS controversy going on in Germany regarding the obligation of a certain town to supply the church yearly with a sausage of a particular quality is a reminder that in bygone days it was by no means unusual to find rents and other periodical payments exigible in kind. Till comparatively late times it was quite common in Scotland to find that part of the rent payable by a farmer was the delivery to the landlord of a certain number of fowls known as kain fowls. Sir WALTER SCOTT, who never overlooked any peculiarities of this kind in the law of Scotland, mentions this incident in "Guy Mannering," where he says that "He had a great number of kain hens—that's hens that the tenant pays to the landlord like a sort of rent in kind." But that there was occasionally an awkwardness about this method of discharging the rent due is amusingly illustrated by an incident mentioned by the late Mrs. SELLAR, whose husband was at one time one of the professors at St. Andrew's University. When the SELLARS settled there in the fifties of last century Mrs. SELLAR tells us that she had a call from Mrs. FERRIER, the wife of one of the other professors, who put her up to the ways of the place, and told her that part of the professor's salary was paid by the farmers in kain—that they were bound to supply so many fowls or their equivalent in money; but at the same time she gave her this warning: "If you are giving a party don't trust to this supply, for the answer to your application may very likely be 'We hae nae fools the day, but we can gie you a cart o' manure.'"

Violence in Court.

FEW OF US, in our most uncontrolled moments, would be courageously indiscreet enough, even under great provocation, to shatter by physical violence that peculiarly unruffled atmosphere which invariably characterises our civil and criminal courts. The customary quiet dignity of the proceedings, in association with the invisible but iron hand of power that lies beneath, rarely fails to exercise a salutary, restraining influence over the most hardened offender or the most bumptious litigant. Tense, conflicting emotions there must be in this school where most of the passions with which humanity is afflicted are exposed, but seldom does anger rise to such a pitch that actual physical violence is directed to the judge or other officer of the court. This country, perhaps more than any other, although by no means completely exempt, has been remarkably free from this unpleasant class of outrage. By a Home Office Order, rigorously enforced, all prisoners are now thoroughly searched before being placed in the dock. This obviously necessary precaution, which began twenty-five years ago, resulted from a prisoner in the Crown Court at Leeds hurling a bottle at the Recorder, who narrowly escaped serious injury. By a remarkable coincidence the same man was again sentenced recently in the same court, and on this occasion he was strongly guarded in the dock by four warders. Judge CLUER, not long ago, sent to prison for seven days a witness who, it was alleged, had struck an usher on the face; while from Brighton comes the case of a man kicking another who had given evidence against him. These comparatively trivial offences are merely petty, though none the less objectionable exhibitions of temper which ought to be controlled, but cause no particular harm except, perhaps, to the perpetrators, who thereby expose themselves to the penalties for contempt of court. Far more serious was the attempt by a lunatic to shoot Sir GEORGE JESSEL; luckily, he missed. Then there was the inkstand hurled from the dock at a Recorder, Sir ARTHUR COLLINS, who had just sentenced a burly ruffian to seven years' penal servitude; happily, that too missed its mark. "That must have been meant for my brother Bacon," said Vice-Chancellor MALINS, humorously, on one occasion, when a none too excellent egg just missed him and besmeared the judicial bench. The whole basis of the court's refusal to tolerate an act of physical violence or other attempt at revenge or intimidation is, of course, to ensure that there is no interference in any way with the due administration of justice. "It is on that ground, and that alone," said one judge towards the end of last century, "and not on any exaggerated notion of the dignity of individuals that insults to judges, witnesses or jurymen are not allowed." The most recent case of violence in court comes from Edmonton (N.) County Court, where a scuffle took place at the back of the court between the parties in a case. For a few minutes four men and a woman struggled together. Judge CRAWFORD gave orders that the police should be called to eject the combatants, but he was told that the police were not on duty in the court. That information not unnaturally drew a strong protest from him: "It is really shameful," he said, "that courts of this importance should be deprived of police assistance, and that scenes like this should be allowed in a court of justice."

The "Rose *v.* Rose" Clause.

THE WELL-KNOWN clause, the validity of which was established in *Rose* v. *Rose* (1883), 8 P.D. 98, has since probably become "common form" in separation deeds. The case of *L*—— v. *L*——, reported in *The Times* of 12th February, is therefore of importance to those whose duty it may be to draw such documents. The clause, it may be remembered, is one of general amnesty, providing in sweeping terms that each party shall blot out and forgive all the past matrimonial offences of the other, and refrain from taking proceedings in respect of them. In *Rose* v. *Rose* the husband had been guilty

of cruelty, and subsequently both he and the wife executed a deed of separation containing the clause in question. The husband later on committed adultery, and the wife sought divorce on the grounds of the cruelty previous to the deed and the subsequent adultery, proof of both offences then being necessary for a wife before she could procure divorce. The Court of Appeal, affirming the decision of the President, HANNEN, P., below, held that the clause was valid and that she had therefore precluded herself from pleading the previous cruelty. In *L*—— v. *L*——, the wife petitioned for divorce on the ground of the husband's adultery subsequent to the execution of a deed with a similar clause, and the husband pleaded in bar her adultery previous to that deed. In *Rose* v. *Rose*, although the petitioner could urge that the subsequent matrimonial offence was such a breach of the respondent's duty that it avoided her obligations under the deed, she was nevertheless held bound by it. *L*—— v. *L*—— thus appears to be an *a fortiori* case, for there was no suggestion that the petitioner wife had committed any matrimonial offence since the deed. Mr. BIRKETT, therefore, for the respondent, can hardly have expected any result other than the adverse judgment which he obtained before MERRIVALE, P., following *Rose* v. *Rose*, and the same obstacle appears to confront him unless and until he can face the House of Lords with the plea to review and over-rule *Rose* v. *Rose*. The opinion may be ventured that, if he can get so far—there may be some difficulty as to the proceedings being interlocutory—he may have a fair chance of success. Section 178 of the Judicature Act, 1925, is clear that the court is not obliged to pronounce a divorce if the petitioner has been guilty of adultery, and it is also clear that, if this has happened, the court ought to know of it, whether it has been condoned or otherwise. The effect of *L*—— v. *L*—— is that the court has deliberately rejected evidence of an event which, if it took place, the court ought to know. The King's Proctor would certainly be allowed to plead a petitioner's adultery in intervention, and the obligation to the court should prevail over a private covenant. In fact the parties cannot dictate its duty to the court: see JEUNE, P., in *Gooch* v. *Gooch* [1893] P. 99, at p. 107.

The Ministry of Labour and "The Catering Trade."

THE TRADE BOARDS ACT, 1918, provides by s. 1, sub-s. (2), that the Minister of Labour may make a special order applying the Trade Boards Act, 1909, "*to any specific trade* to which it does not at the time apply if he is of opinion that no adequate machinery exists for the effective regulation of wages throughout the trade" and such application is accordingly deemed expedient. *Skinner* v. *Jack Breach Limited* [1927] 2 K.B. 221, demonstrates that persons who pursue their avocations within the meaning of the italicised words (in this case the mending, refitting and reconditioning of drift nets) are affected by the statute, although the same terms would not adequately describe the trade of their employer. If this case illustrates —in the language of the logicians—the connotation of the term, the recent decision of a Divisional Court making absolute three rules *nisi* obtained respectively by the National Trade Defence Association, the Incorporated Association of Purveyors of Light Refreshments and the Strand Hotel Limited, throws light upon its denotation, which, as the court held, is confined to recognised trades—the Act not enabling the Minister to create a new one. The Minister proposed to make an order for "the catering trade" which, while extending to "an undertaking or branch or department of an undertaking, wholly or mainly engaged in the preparation, supply, or serving of food or drink for consumption at premises or places where such food or drink is served by persons in the employment of the undertaking, or branch or department," was not to apply, *inter alia*, to "work performed in the provision of lodging" or to employees in hotels, boarding or lodging houses where "food or drink is served wholly or mainly to persons residing therein." Thus even if the term "catering trade" had been "specific" (which, as SHEARMAN, J., pointed out in *Skinner* v. *Breach*, "does not mean anything which the Minister of Labour chooses to call a trade" but "must be a recognised species of industrial work") the proposed order was not within the requirements of the Act because it excluded some persons obviously engaged therein and embraced others who were clearly outside it. AVORY, J., pointed out that these obscurities—instances of "the uncertainty of the operation of the proposed order"—could hardly have been cleared up without recourse to the accounts of the various undertakings; while the Lord Chief Justice, who said it was "a matter of regret to limit, or even to appear to limit, the application of that excellent statute," held that "something was being attempted which the Act did not contemplate." The Act referred to specific trades, not to selected portions of them. The case is reported in *The Times*, of 6th February, 1931, where it is intimated that the Ministry of Labour intends to appeal against the decision.

Costs Payable by a Prosecutor.

NO DOUBT the greatest deterrent against the making of unfounded charges of criminal offences is the liability of those responsible to actions for malicious prosecution. Certain cases, however, may show that the prosecutor, though the evidence against him may fall short of malice, has made his charge against the defendant so recklessly that the latter should at least be indemnified by the former for the costs of clearing himself from the false accusation. This in fact is now provided by s. 6 of the Costs in Criminal Cases Act, 1908. Sub-section (2) gives the court power to order the prosecutor to pay the whole or any part of the defendant's costs on acquittal of charges under certain Acts mentioned in the sub-section, and sub-s. (3) gives justices a general power to make the prosecutor pay the costs of the defendant on any accusation of an indictable offence if of opinion that the charge has not been made in good faith. In a recent case the magistrates ordered the prosecutor to pay the defendant's railway fare from Essex to his home in Lancashire, and no doubt the journey would be incurred "in or about the defence" within the section. For certain misdemeanours the Vexatious Indictments Act, 1859, is another safeguard, and the Vexatious Actions Act, 1896, passed largely to curb the troublesome activities of the disreputable ALEXANDER CHAFFERS, similarly prevents the process of the court being abused in civil cases.

A Legal Classic.

IN THE address to which we last week drew attention, LORD MACMILLAN, while advising the young lawyer to study literature as an aid to the efficient discharge of his professional duties, in no way, of course, seeks to minimise the importance, nay, the necessity, of mastering, as far as this can be done, the immense field of the common law. What he does is to enter a caveat against a too complete absorption in the study of the law to the exclusion of all else. "The lawyer," he says, "does well from time to time to lift his eyes from his desk and look out of the window on the wider world beyond." He does not commend the example of Chief Baron PALLES, who is said to have taken FEARNE on "Contingent Remainders" with him for reading on his honeymoon. FEARNE'S treatise is one of the classics of the law; Mr. AUGUSTINE BIRRELL speaks of it as "a masterly performance (considered by some the best law book ever written)," but we suppose that there are few in these days who could truthfully adapt the language of Mr. SILAS WEGG and say that they have been "right slap through Mr. FEARNE lately." Even the greatest law books become obsolete or obsolescent; they have had their day and have ceased to be; but few, even in the days when "Contingent Remainders" was in constant practical use have been so enamoured of its charm as to emulate the example of Chief Baron PALLES and carry it with them for reading on their honeymoon.

Criminal Law and Practice.

PROBATION AND APPEALS.—By s. 7 (1) of the Criminal Justice Act, 1925, a right of appeal to quarter sessions is given to a person who, not having pleaded guilty or admitted the truth of the information, has been bound over or even discharged under the Probation of Offenders Act by a court of summary jurisdiction. The appeal then, of course, is, in essence, against the finding of guilt involved in making an order under the Probation of Offenders Act.

Section 37 (1) of the Criminal Justice Administration Act, 1914, confers a right of appeal against any conviction by a court of summary jurisdiction where the defendant did not plead guilty or admit the truth of the information. (The further right of appeal against sentence conferred by s. 25 of the 1925 Act is not in point here.) It therefore appears that a person who, not having pleaded guilty or admitted the truth of the information, has been bound over under the Probation of Offenders Act, without conviction, is subsequently brought up for conviction and sentence, would be entitled to two appeals to quarter sessions: first, against the original order to enter into recognisance, and, if that appeal failed, secondly, to an appeal when afterwards brought up for conviction and sentence. In such case, however, we think the second appeal could be entertained only as an appeal against sentence, the question of guilt being treated as *res judicata* by reason of a previous determination of quarter sessions on the first appeal.

The point is not likely to arise often; but it is the unusual point for which one is often least prepared and which therefore presents most difficulty. To anticipate it is often well worth while.

RECOGNIZANCE OF A LUNATIC.—The Court of Criminal Appeal, on the 24th of February, quashed a sentence imposed on an appellant who, upon a plea of guilty to an indictable offence at the Liverpool Assizes, in May, 1929, was ordered to be bound over under the Probation of Offenders Act, 1907. One condition of the "recognizance" was that he should remain in a mental institution until discharged. He escaped and was called up for sentence.

At the time when he "entered into the recognizance" he was a certified lunatic, and the Court of Criminal Appeal held that, as a lunatic, he could not enter into a recognizance at all. It is a little surprising that anyone should have thought he could. A recognizance is an obligation of record, and the consent of the person bound to the conditional acknowledgment of debt is obviously an essential to the validity of the bond.

The case illustrates the looseness with which recognizances are too often taken. There are persons, who ought to know better, who think that a man can be "bound over" without his consent. Particularly in probation cases the consent is frequently not sought. Indeed, it is safe to say that a very high proportion of the recognizances taken in this country are irregular in substance or in form. The taking of a recognizance is a matter requiring much more deliberation and formal care than are often devoted to it. And some of the irregular recognizances are subsequently forfeited. Those guilty of the irregularities are fortunately, or unfortunately, protected by the ignorance of the recognizors.

NEW RECORDER OF SOUTHEND.

The King, on the recommendation of the Home Secretary, has appointed Mr. J. Ian Macpherson, P.C., K.C., M.P., as Recorder of Southend. Mr. Macpherson was called to the Bar at the Middle Temple in 1906, and took silk in 1919. He has been Member of Parliament for Ross and Cromarty since 1911, and was Under-Secretary for War, 1916-19, Chief Secretary for Ireland, 1919-20, and Minister of Pensions, 1920-22. He was recently elected a Bencher of the Middle Temple.

Mental Treatment Act, 1930.

(20 & 21 GEO. 5, CH. 23.)

[SPECIALLY CONTRIBUTED.]

THIS salutary Act of Parliament, which came into operation on 1st January, 1931, and contains twenty-two clauses and four schedules, has far-reaching consequences to, and confers many great benefits on, people whose state of mental health requires care and treatment. Sub-section (2) of s. 15, which deals with the power to make rules, and which is substituted for sub-s. (6) of s. 308 of the principal Act; s. 18, which makes provision for rate-aided patients; s. 19, which provides an amendment as to persons of unsound mind liable to be removed to workhouses under the Local Government Act, 1888, as amended by the Local Government Act, 1929, or by the Public Health Act, 1875, and the provisions of the Lunacy Acts, 1890 to 1922, relating to the visitation of workhouses, and to the powers and duties of guardians and their officers in respect of persons so removed or detained, shall apply to such hospital with the substitution of the medical officer in charge of the hospital for the master and the medical officer of the workhouse—that section and these two sub-sections came into operation at the date of the passing of the Act, viz., 10th July, 1930.

The first section of the new Act deals with the power to receive voluntary patients, and provides, *inter alia*, that any person who is desirous of voluntarily submitting himself—and presumably herself—to treatment for mental illness, and who makes a written application for the purpose to the person in charge, may *without a reception order* be received as a voluntary patient in an institution within the meaning of this Act, or in any hospital, nursing home, or place approved, for the purposes of this section, by the Board of Control, or into the charge, *as is a single patient*, of a person so approved. Sub-section (2) lays down that any person under the age of sixteen whose parent or guardian is desirous of submitting him to treatment for mental illness may, if the parent or guardian (1) makes to the person in charge a written application for the purpose with (2) a medical recommendation, be received as a voluntary patient under this section, *but such a person shall not be received on his own application.* This recommendation by a doctor must (*a*) be signed by a registered medical man, who shall be (1) either his usual medical attendant, or (2) a doctor who has been approved for the purpose of making such a recommendation, either by (a) the Board of Control, or by (b) the local authority within whose area the said person then is; and (c) the doctor must state the date or dates on which he examined the said person; and *that the said person is likely to be benefited by being received as a voluntary patient for treatment for mental illness under this section.* The responsibility put upon medical men by this section is widespread, and is obviously designed to prevent the flooding of mental hospitals, and nursing homes, with persons who have little, or no, chance of recovery by treatment in such places. If it tends, as it will undoubtedly tend, to reduce the number of nursing homes throughout the country, it will thereby confer a lasting benefit on suffering humanity. Sub-section (5) enforces that any such person may leave the institution, nursing home, etc., upon giving to the person in charge seventy-two hours' notice in writing of his intention to do so, or if he is a person under sixteen, such notice being given by his parent or guardian. Section 2 (1) provides for notice of the reception, death, or departure of voluntary patients, and enacts that, notice of his reception shall, before the expiration of the second day after the day on which he was received, be sent to the Board of Control in the case of a patient in an institution which has a visiting committee, by the clerk of the institution in which the patient happens to be, and in any other case, by the person in charge. Sub-section (3) is of enormous importance, and

it lays down that should any person so received become incapable of expressing himself as willing or not to continue to receive treatment, he shall not thereafter be detained as a voluntary patient for a longer period than twenty-eight days, and shall be discharged at the end of twenty-eight days from the date *on which he became incapable of so expressing himself, unless* (1) *he has recovered*, or (2) steps have been taken to deal with him, either under (*a*) the principal Act as a person of unsound mind; or (*b*) under s. 5 of this Act, *as a person who is likely to benefit by temporary treatment.* In the case of a person under sixteen (sub-s. (4)) the parent or guardian of such has the matter in hand; sub-s. (5) says if any person fails to give any notice required by him under sub-s. (1) or sub-s. (2) of this section, he shall, for such day, or part of a day, during such default, be liable to a penalty not exceeding £5. Section 3 (1) says any commissioner may visit a person received as a voluntary patient under s. 9 of this Act, or under any local Act, and report to the Board of Control on the case. The widespread, and almost universal, belief held by nearly the entire medical profession, that, by far the best chance a patient who is suffering from mental disorder has, of recovery, is to be near his, or her, relatives, and not amongst strangers in a nursing home, is at last provided by law in sub-s. (4) which runs: "Any relation or friend of a person who is received as a patient under the principal Act or this Act, or any local Act, may be received and lodged as a boarder in any registered hospital or licensed house as long as the patient is resident therein, provided that any such relative or friend shall be reckoned as a patient *unless* he is lodged in a part of the hospital or house *not* permitted to be used for patients."

It is possible, too, to have, by s. 5, temporary treatment without certification at all. In the case of a person who is unable to express himself as willing, or not, to receive treatment, he may, on a written application duly made, *but without a reception order*, be received as a temporary patient to be treated as such, into (1) a local authority institution, (2) a registered hospital, (3) any such other institution, hospital, or nursing home, which the Board of Control may approve of, and (4) with the Board's consent, as a single patient. Again, the Board of Control may at any time order (s. 14) (1) That any person received as a temporary patient shall be discharged, and (2) that steps shall be taken to deal with him as a person of unsound mind. Section 6 lays down rules for the guidance of local authorities as regards, for example, investigation of the needs of their area, and for the provision of suitable accommodation for the reception of temporary patients; and sub-s. (3) enacts that a local authority shall have power (*a*) to make arrangements for treatment, as out-patients, of persons suffering from mental illness; (*b*) to make provision for the after-care of persons who have been treated for mental illness, and to contribute to the funds of voluntary associations formed for that purpose; (*c*) similarly to contribute to the funds of voluntary associations formed for the purpose of treating and preventing mental illness; (*d*) to undertake research in relation to mental illness, and its treatment; and (*e*) to provide for co-operation as regards the working, and the cost of matters, with which this section deals. Power is given under s. 7 to appoint visiting committees, and by sub-s. (6) two members at least, of such committee, shall be women, and one member of every sub-committee for an institution, shall be a woman; but this section 7 does not apply to the County of London. The day of the peripatetic, and ambulating, medical man who runs a nursing home, but does not reside on the premises, is at an end: for s. 8 provides that where a local authority have provided two or more mental hospitals for their areas a *resident* medical superintendent shall be appointed to have immediate charge of each of those hospitals, and there may also be appointed a supervising medical officer (who may, but need not, be one of the said resident medical superintendents), to have general supervision over all of those hospitals. So that the days of delegated medical authority, outwith the presence of medical men—for long a crying scandal—to matrons and nurses, who may, or may not, be efficient, are rightly numbered. Section 11 provides that the Board of Control shall consist of the chairman (who shall be a paid commissioner) and not more than four other commissioners, all of whom shall be paid as such, and that the members thereof shall be called "senior commissioners"; and of these, other than the chairman, one shall be a legal commissioner, two shall be medical commissioners, and one shall be a woman. The senior commissioners shall be appointed by His Majesty on the recommendation, as regards the legal commissioners, of the Lord Chancellor, and as regards the others, of the Minister of Health, and no person (sub-s. (5)) shall be a legal senior commissioner unless he be a practising barrister or solicitor of five years' standing; or he is a commissioner, other than a senior commissioner, and was, when so appointed, a practising barrister or solicitor of five years' standing; and so a doctor must be a registered one, of five years' standing. The administrative power is vested, by s. 12, in the chairman of the Board of Control, under the direction of the Health Minister. Power to make rules is provided for by s. 15. A wise, and discreet, provision is made by s. 20, which authorises the abolition of the terms "asylum," "pauper," and "lunatic." Section 21 provides for the interpretation and adaptation of certain expressions used in the Act, e.g., the "person in charge" shall be the medical superintendent of an institution, etc., within the meaning of the Act. This excellent Statute (1) does not apply, unfortunately, to Scotland, or to Northern Ireland; (2) came into operation on 1st January, 1931, except sub-s. (2), s. 15, s. 18, and s. 19, which, as already pointed out, came into operation at the date of the passing of the Act, viz., 10th July, 1930. The First Schedule gives the form, in outline, for reception of a temporary patient, and the form of recommendation for temporary treatment; the Second Schedule states the powers, and duties, transferred to the Board of Control; the Third Schedule deals with matters with respect to which rules may be made by the Board of Control; and the Fourth Schedule deals with repeals of certain Acts of Parliament—the Lunacy Act, 1890; the Lunacy Act, 1891; and the Mental Deficiency Act, 1913. The Act is a model of accurate draughtsmanship.

The Bishop of Birmingham's Case.

It has fallen to the lot of Mr. Justice Maugham in the case of *Notley and Others* v. *Bishop of Birmingham* to revive and restore a form of procedure in ecclesiastical causes, which has long been forgotten but never abrogated. The facts of the case are very simple. The trustees (the patrons) of the living of St. Aidan's, Birmingham, presented to the living the Rev. Mr. Simmonds. The Bishop declined to institute or license Mr. Simmonds because that gentleman refused to give an undertaking that he would discontinue certain practices that had been going on in the Church contrary to the Bishop's directions. Upon this, action was taken in the Chancery Division for a declaration that Mr. Simmonds (who was prepared to take the oaths of allegiance and of canonical obedience) was a fit and proper person to be instituted: and for an order directed to the Bishop of Birmingham to institute and license him accordingly. Mr. Justice Bennett granted the declaration and made the order sought. The Bishop, however, who declined to take any part in, and was not represented at, these proceedings, took no notice of the judgment and has throughout adopted the attitude that this is a "moral and spiritual" matter over which the civil courts have not (or ought not to have) any jurisdiction. This disregard of the order of the court placed the trustees on the horns of a dilemma. Should they proceed to ask the court to issue a writ

of attachment against the Bishop and lodge that distinguished prelate in gaol, they would make a martyr of him, but that would not serve to effect the induction of Mr. SIMMONDS into the living of St. Aidan's.

Reflection and research enabled the trustees' legal advisers to discover what, for some unexplained reason, they had not discovered at the time of their application to Mr. Justice BENNETT. A long series of cases, dating back at least to the middle of the sixteenth century, seemed to make perfectly clear the course which should have been followed in the first instance: and when the authorities were placed before Mr. Justice MAUGHAM, that learned judge had little difficulty in putting the matter on a proper basis. It was obvious, as he pointed out, that the order made by Mr. Justice BENNETT directing the *Bishop* to institute the presentee was not in accordance with the usual precedent. The order should have been directed to the ARCHBISHOP OF CANTERBURY as metropolitan. That procedure is in accordance with ancient precedent, and survived the C.L.P. Act of 1860, as may be seen by reference to the case of *Walsh* v. *Bishop of Lincoln* (1874), L.R. 10 C.P. 518, following *Marshall* v. *Bishop of Exeter* (1868), L.R. 3 H.L. 17, both of which were decided on dates subsequent to the 1860 Act. In those cases, as in the ancient precedents, where the defendant Bishop was an actual and not merely a formal litigant in proceedings of this nature the mandatory writ attached to the declaration of fitness was—at the election of the plaintiffs—generally directed to the Archbishop as metropolitan. The distinction is reasonable and intelligible. If two persons should be rivals in a claim of patronage, both contesting the right to present, the Bishop would let them fight it out in the King's Courts and would himself merely appear as a formal litigant, declaring that he had no interest in the dispute between the rival claimants to the right of presentation, but would be prepared to institute the presentee of the person held to be the lawful patron. But where, as in the *St. Aidan's Case*, the Bishop was an actual and not merely a formal disputant, it was obvious that at any time the *impasse* might be reached which was in fact reached upon the judgment of Mr. Justice BENNETT. So the right of election became a practice, and where the Bishop threatened to be recalcitrant, and a fit and proper presentee was being refused institution, the order might go direct to the Archbishop as metropolitan.

It is interesting to note, as was pointed out by the learned counsel who appeared for the Archbishop, that another line of procedure had all along been open to the trustees of St. Aidan's—procedure in the Ecclesiastical Courts, i.e., by way of the Court of Arches to the Privy Council. Why this course was not followed was not disclosed. But we enter here upon ground which is likely before long to be the scene of contention between that section of churchmen which demands that a purely *spiritual* court shall determine all "spiritual" causes, and the other section which is for maintaining the supremacy of the King's Courts in all such matters. Certainly the old canon law, as reviewed in the time of HENRY VIII, fully recognises the authority of the King's Courts in matters relating to patronage. A canon of BONIFACE ("*Si Aliquo Evincente*") says:—

> "When one obtaineth in the King's law the title of patronage against another, and the King writeth unto the Bishop, or another unto whom institution appertaineth, to admit him that is presented by him that hath recovered if the benefice be void, lest injury be done to the patron let him that is presented be freely admitted, if no canonical impediment let, but, if the benefice be not void, the prelate for his excuse shall shew unto the King or his justices that because such benefice be not void he cannot fulfil the King's commandment: notwithstanding it shall be lawful to the patron to present the possessor again that by that means the title of the patron that hath obtained may be declared in time after."

The words "if no canonical impediment let" have a significance of their own; and this may be noted in conjunction with the discussion which took place before Mr. Justice MAUGHAM and resulted in the mandatory order to the Archbishop not being so worded as to direct His Grace to institute Mr. SIMMONDS, but to institute *a* fit and proper person (which does not necessarily exclude Mr. SIMMONDS). But an interesting position would appear to be created here again, as was noted editorially in our issue of the 14th February, namely, that the Archbishop will presumably be under the necessity of having Mr. SIMMONDS examined canonically to satisfy himself that there is no doctrinal objection to him as presentee. Supposing, for the sake of argument, the Archbishop should by any chance come to the same conclusion about this gentleman's doctrinal fitness as was arrived at by the Bishop of Birmingham, what then? Of course, any such Gilbertian situation could easily have been prevented by the Bishop of Birmingham himself had he appeared on the original motion—as legal opinion generally considers he ought to have appeared—to show cause why no such order should have been made as was made by Mr. Justice BENNETT in those proceedings.

Sick and Provident Funds for Employees.

(*Continued from p.* 129.)

AFTER giving his decision on the question of registration, with which we have dealt in the previous article, the solicitor will be called upon to advise on the incidence of taxation from the *employer's* point of view. (The points arising in connexion with the taxation of the income of the fund itself have already been discussed.) It is usual for the employer to make regular contributions to the fund, whether the amounts be in some ratio to the contributions of the members or ascertained in some other way; and it is often the case that the employer desires to stabilise the fund at the outset by some special initial grant.

It is of importance to distinguish between the employer's regular contributions and the initial grant. A payment of the latter kind falls to be treated under the rule in *Rowntree and Co., Ltd.* v. *Curtis* [1925] 1 K.B. 328; C.A. There the employer laid aside a sum of £50,000 to establish a fund for the alleviation of distress among the employees. The Court of Appeal ruled that the sum of £50,000 must be treated as capital and could not be regarded as a payment to meet a fair business disbursement, and dismissed the employer's appeal. (The principle laid down here is to be carefully distinguished from that in *Hancock* v. *General Reversionary and Investment Co.* [1919] 1 K.B. 25. There the employers, instead of continuing to pay their employee an annual sum by way of pension, capitalised it and gave him a lump sum actuarially equivalent to the annuity. The payment here, in the words of POLLOCK, M.R., "really comprises and compresses an annual charge" and is therefore a trade expense properly deductible. In the *Rowntree Case*, on the contrary, the payments to be made from the distress fund had not been, and were not capable of being, ascertained at the time the payment in question was made.)

On the other hand, the employer's regular annual contributions, although differing in amount from year to year, are ordinarily entitled to be treated as trade expenses and therefore deductible. Where therefore a proposal is made for the contribution of an initial sum by the employer, he should be advised to consider commuting this to a number of annual sums to be spread over the first few years.

Another point to be carefully borne in mind in this connexion is the provision for control of the funds. In order to ensure Inland Revenue approval of the deductions of the employer's contributions to the fund in the employer's return, the rules

must provide that the moneys in question effectively pass out of the employer's control. While an actual trust deed is not an essential, the rules should place the entire funds under the control of trustees or other officers of the fund. They should further provide specifically for the contingency of the fund being liquidated, specifying the procedure antecedent thereto, and the mode of distribution of the assets, so that if any portion of the employer's contributions is in any given event to be repaid, the Inland Revenue authorities may be enabled to take such steps as they think fit to ensure such repayments being duly accounted for in the employer's returns.

We now turn to consider the questions of registration and taxation in their application to employees' provident funds, i.e., those funds whose object it is to provide employees with special facilities for long or short term saving.

Such a fund if it comes within the meaning of "savings bank" in the Income Tax Act, 1918, is exempt from tax under Scheds. C and D in respect of such part of its income as is applied in the credit or payment of interest to a depositor, irrespective of its being certified under the Savings Bank Act, 1863: Income Tax Act, 1918, s. 39 (3) (*b*). If the fund is registered under the Industrial and Provident Societies Act, 1893, it is entitled to exemption from tax under Scheds. C and D: *ibid.*, s. 39 (4). If it is registered as a friendly society, and is thereby excluded from assuring to any person a gross sum exceeding £300, or an annual sum exceeding £52, it becomes entitled to exemption under Scheds. A, C and D: *ibid.*, s. 39 (1). On the other hand, if it remains unregistered, it may, as long as its investment income does not exceed £160, claim to be regarded as an unregistered friendly society, and as such entitled to exemption from tax: *ibid.*

Apart from these provisions, there is no such statutory exemption attached to provident funds as exists in regard to superannuation funds approved under s. 32, Finance Act, 1921, Nor is such a mutual benefit fund entitled to claim exemption as a "charity": see *Linen & Woollen Drapers' Institution* v. *The Commissioners of Inland Revenue* (1887), 58 T.L.R. 949. It is possible, however, to make an "equitable arrangement" with the Inland Revenue authorities whereby taxation is restricted to that portion of the income of the fund which is applicable to those members of the fund who are taxable.

The employer's assistance to a fund of this character usually takes one or other of the following two forms: (1) guarantee of a specified rate of interest, (2) additions to the deposits of the individual depositors. In either case the sums paid out to the fund by the employer should be regarded as trade expenses and therefore deductible in the employer's return, subject to there being proper safeguards provided for the due accounting to tax of any part thereof which may in any event specified in the rules be repaid to the employer. But the employer could not claim exemption in respect of a sum which has been set aside with directions that its income should be applied in implementing the guarantee of interest or of improving the rate of interest or adding to the individual deposits; such a sum is to be regarded as capital: cf. *Rowntree & Co., Ltd.* v. *Curtis, supra.*

The deposits of the individual depositors have no right to be deducted in the depositors' assessments under Sched. E. Funds of the kind now under discussion are also in this respect to be distinguished from pension and superannuation funds approved under s. 32, Finance Act, 1921, since in the latter type of funds as well as in life assurance, endowment and annuity funds coming within the application of s. 32, Income Tax Act, 1918 (as amended by s. 26, Finance Act, 1920), the employee is entitled to deduct the amount of his contributions in computing his Sched. E assessment.

Captain The Right Hon. Fitzroy, Third Baron Hemphill, J.P., barrister-at-law, of Dublin, Ardrahan and Carlisle-place, S.W., who died on 25th November, aged seventy, left estate valued at £51,465, with net personalty £36,735.

Company Law and Practice.

LXVI.

EMPLOYEES' PENSIONS.

WHAT power has a company to grant pensions or allowances, and to make grants, to persons who serve the company faithfully and well, and who subsequently retire, or are incapacitated from further participation in the active work of the company?

If the company has been recently formed, it is very likely that such a power will be found in the memorandum of association, in which case grants may be made in accordance with it, though they must, of course, be made *bonâ fide* and in the interest of the company. Incidentally, it may be noticed that the insertion of this power in the memorandum is a striking illustration of the confusion which now exists, and apparently will now continue to exist, between the objects and the powers of a company. The memorandum must state the objects of the company (Companies Act, 1929, s. 2 (1) (*c*)), but there is no necessity for it to state the powers by means of which it is proposed to attain those objects, which it does, at the present time, almost invariably and at considerable length. It is obviously absurd in the case of any company to say that its object is to grant pensions to employees; if it be a trading concern its object is to carry on the particular trade or business in which it is engaged, and the granting of pensions may assist in the efficient and profitable attainment of such object, but clearly cannot be an object in itself.

In many companies, however, the memorandum either contains no powers to grant pensions, or only contains one which is not sufficiently wide in its terms. In such a case, it becomes necessary to examine the general law on the subject.

The first case which may be examined on the question is that of *Hampson* v. *Price's Patent Candle Co.*, 24 W.R. 754, where a company proposed to give a gratuity of one week's wages to all their workmen. JESSEL, M.R., holding that the transaction was *bonâ fide*, refused to restrain the company from giving these gratuities. The judgment in this case is somewhat short, and for a longer statement of the law, made with all that freshness and vigour which are peculiarly Lord BOWEN'S own, we must refer to his judgment (given when he was BOWEN, L.J.) in *Hutton* v. *West Cork Railway Co.*, 23 Ch.D. 654.

At p. 672 Lord BOWEN deals with the question of gratuitous payments generally, and says that directors need not "keep their pockets buttoned up and defy the world unless they are liable in a way which could be enforced at law or in equity." "Most businesses," he goes on, "require liberal dealings. The test is . . . whether, as well as being done *bonâ fide*, it is done within the ordinary scope of the company's business, and whether it is reasonably incidental to the carrying on of the company's business for the company's benefit." It is not necessary that it should be for the immediate and direct benefit of the company, as may be seen by the case of *Taunton* v. *Royal Insurance Co.* (1864), 2 H. & M. 135, where directors of an insurance company were held to be entitled to pay losses for which the company was not actually liable under a policy. That this sort of dealing may benefit an insurance company no one acquainted with the facts as to the disaster at San Francisco in the early years of this century, and the relative volume of business done there since then by the various insurance companies, can doubt for a moment.

Another illustration of the benefit not being immediate and direct is to be found in *Henderson* v. *Bank of Australasia*, 40 Ch.D. 170, where a bank proposed to grant a pension to the dependents of a deceased officer. Over this transaction the bank would be for the moment out of pocket, but it would be of advantage to the bank to treat the bank's servants with liberality from more than one point of view.

This principle, however, though it applies to trading companies which are actually carrying on some trade or

business, cannot apply after winding up, because there is then no business the interests of which have to be furthered. This is the decision of the Court of Appeal in *Hutton* v. *West Cork Railway Co., supra*; it was followed in *Stroud* v. *Royal Aquarium & Summer & Winter Garden Society Limited* [1903] W.N. 146. An association not for profit may be able to grant pensions, as being a payment in furtherance of the best objects of the association (*Cyclists Touring Club* v. *Hopkinson* [1910] 1 Ch. 179).

Lord BOWEN, in *Hutton* v. *West Cork Railway Co.*, further illustrates the general principle, at pp. 672 and 673, in words too good to be allowed to go unquoted: "A railway company . . . might send down all the porters at a railway station to have tea in the country at the expense of the company. Why should they not? It is for the directors to judge, provided it is a matter which is reasonably incidental to the carrying on of the business of the company . . . The law does not say that there are to be no cakes and ale, but there are to be no cakes and ale except such as are required for the benefit of the company . . . It is not charity sitting at the board of directors, because as it seems to me charity has no business to sit at boards of directors *qua* charity. There is, however, a kind of charitable dealing which is for the interest of those who practise it, and to that extent and in that garb (I admit not a very philanthropic garb) charity may sit at the board, but for no other purpose."

(To be continued.)

A Conveyancer's Diary.

Contingent Intestacy after Widow's Life Interest —Rights of Widow.

It is not often that a judge of the High Court withdraws his judgment after delivering it in open court, but that is what happened in *Re McKee, Public Trustee* v. *McKee*. After he had given his judgment it was pointed out to the learned judge that the result of his decision would be, so far as I can gather, that the residuary estate of a testator which, in the events which had happened, was undisposed of after the death of his widow, could not be claimed by his next of kin or anyone else. His lordship thereupon withdrew his judgment and later delivered a considered judgment.

This case affords a good illustration of the dangers attending such upheavals in the law of property as were brought about by the statutes which we generally call the New Property Acts.

The A.E.A., 1925, s. 45, provides an example. That section abolishes root and branch the whole of the then existing law with regard to descent and devolution of property, and the Act purports to enact a new and complete code for the future. But, however able and experienced were those who were responsible for the new code, it was almost sure to happen, as indeed, it has happened, that some possible contingencies had not been thought of and some circumstances would arise in which it would be most difficult to apply the new law. Moreover, the effect of the new law, as interpreted by the courts, might turn out (as it has) to be in some respects other than that which was contemplated.

Whatever opinion one may hold regarding Mr. F. E. Farrer's view regarding the effect of the repeal of the Dower Act, it will be admitted by all lawyers that there is much to be said for it, and the point which he raised in this journal and which is still the subject of controversy had not been foreseen by the draftsmen of the A.E.A. If it had been, it could easily have been met.

Again, the judgment in *Re Bridgett and Hayes' Contract* placed an unexpected construction upon s. 22 of the A.E.A. with results which had not been anticipated.

Examples might be multiplied, and now we have Maugham, J., withdrawing one judgment and delivering a considered judgment in which he says that in some respects the result may be a surprising one—almost as surprising I should think as the result of the judgment in *Re Bridgett and Hayes*.

Now for the facts in *Re McKee*.

A testator who died in 1928, by his will, dated in 1912, after bequeathing legacies, devised and bequeathed his residuary estate to his trustees, upon the following trusts:—

> "Upon trust that my trustees shall sell call in and convert into money the same or such part thereof as shall not consist of money and shall out of the money produced by such sale calling in and conversion and out of my ready money pay my funeral and testamentary expenses and debts and the legacies bequeathed by this my will or any codicil hereto and shall with the consent in writing of my wife during her life and afterwards at the discretion of my trustees invest the residue of the said moneys with power from time to time with such consent or at such discretion as aforesaid to vary such investments and shall stand possessed of the residue of the said moneys and the investments for the time being representing the same upon trust to pay the income thereof to my wife during her life and after her death to be equally divided between my surviving brothers and sisters."

The testator died leaving a widow (who is still living) and brothers and sisters, all of whom have since died.

In these circumstances a summons was issued for the purpose of determining a number of questions. But the learned judge having held that the expression "surviving brothers and sisters" meant those who survived the testator's widow, and that consequently there was an intestacy subject to the widow's life interest, we are only concerned with the questions regarding the undisposed of reversionary interest.

I think that it is worth while setting out the questions which, according to the report in *The Times*, were in fact asked. They were—

> (*a*) Whether the reversionary interest in the residuary estate expectant on the widow's death ought to be sold and the proceeds applied as property undisposed of, in accordance with the Administration of Estates Act, 1925;
>
> (*b*) Whether the widow was entitled to be paid out of the proceeds of sale, £1,000, with interest thereon at 5 per cent. per annum from the date of the testator's death or from the death of the widow or from what other date, and to receive during the remainder of her life the income of the residue of the proceeds of sale; and
>
> (*c*) Whether the funeral and testamentary expenses and debts were payable out of the proceeds of sale of the reversionary interest.

The learned judge ultimately held that all three questions must be answered in the negative, but that the widow's personal representatives would on her death be entitled to be paid £1,000, with interest at 5 per cent. from the date of the testator's death.

It was contended on behalf of the widow that there was a partial intestacy, that is, an intestacy so far as regarded the reversionary interest expectant upon her death and contingent upon the failure of brothers and sisters of the testator who survived the widow. It followed that that reversionary interest (which had ceased to be contingent owing to the decease of all the brothers and sisters) must be treated as undisposed of property of the testator and sold under the provisions of s. 33 (1) of the A.E.A. That sub-section reads:—

> "On the death of a person intestate as to any real or personal estate, such estate shall be held by his personal representatives—
>
> "(*a*) As to real estate, upon trust to sell the same, and
>
> (*b*) As to personal estate, upon trust to call in, sell and convert into money such part thereof as may not consist of money;

with power to postpone such sale and conversion for such period as the personal representatives, without being liable to account, may think proper, and so that any reversionary interest be not sold until it falls into possession unless the personal representatives see special reasons for sale . . . "

I may remind the reader shortly of the contents of the remainder of the section. Sub-section (2) provides for the payment out of the proceeds of sale of funeral and testamentary and administration expenses, debts and other liabilities and pecuniary legacies; sub-s. (3) is concerned with minorities; sub-s. (4) provides that the net residue is in the Act referred to as "the residuary estate of the intestate." Sub-section (5) excludes the *Howe* v. *Dartmouth* rule; sub-s. (6) saves the rights of creditors and of the Crown in respect of death duties; and sub-s. (7) reads "Where the deceased leaves a will, this section has effect subject to the provisions contained in the will."

It may be as well to mention here that "intestate" includes a person who leaves a will but dies intestate as to some beneficial interest in his real or personal estate (s. 55 (1) (vi)).

From the short statement of the decision of Maugham, J., given above, it will be obvious that the learned judge held that s. 33 (1) did not apply. The main reason for that was that the sub-section seemed to apply only where the intestacy occurred on the death of the intestate and not when it arose in consequence of subsequent events.

I must postpone the further consideration of this interesting case until next week, when I hope to deal with the sections of the Act which the learned judge held did apply, and the reasons which he gave for doing so.

Acknowledgments for Production of Certificates of Births, Marriages and Deaths.

An eminent conveyancer states that I was mistaken in saying in my diary a fortnight ago that it was the practice to give acknowledgments for the production of certificates of births, marriages and deaths. He says that such acknowledgments are very seldom seen. I accept the correction, and agree that I went further than I should. At the same time it is rather difficult to say definitely what the established practice has been in the past on this matter. In a great majority of cases, I think, where certificates are required, the vendor is not able to produce them and the purchaser has to obtain them for himself. In some cases (not many, perhaps) the vendor hands them over, and in the remaining instances I am willing to accept what is suggested, namely, that in a large majority of them no acknowledgment is given; but such cases can only be comparatively few in number. At any rate, in my view, the vendor ought to hand over certificates unless he retains them in connexion with other property, and, if that is so, he ought to give an acknowledgment if he retains them.

Landlord and Tenant Notebook.

Noise as Derogation from Grant.

We once heard someone remark that if a man didn't know what else to sue for he sued for a declaration. In the case of tenants, this remark might perhaps be qualified; from a perusal of the authorities it would rather appear that a tenant's last resort is an action for breach of covenant of quiet enjoyment and/or for derogation from grant.

These remedies have been used with varying success in cases in which tenants have complained of noise and vibration proceeding from neighbouring premises belonging to their landlords. The expression "quiet enjoyment" is not, of course, to be taken literally; but when the notion that it only concerned matters of title had been exploded, tenants, too sanguine as to its scope, sought unsuccessfully to establish that it could be broken in the manner mentioned. The true position was tersely summed up by Parker, J., in *Browne* v. *Flower* [1911] 1 Ch. 219: ". . . there must be some physical interference with the enjoyment of the demised premises, and a mere interference with the comfort of persons using the demised premises by the creation of a personal annoyance such as might arise from noise, invasion of privacy, or otherwise is not enough." And while the judgment, so far as it related to noise, was in fact *obiter*, it confirms that of Kekewich, J., in the older case of *Jenkins* v. *Jackson* (1888) 40 Ch.D. 71, in which an estate agent, who worked frequently till 10 p.m., sued the landlord of his offices and a man who occasionally hired the room above them for the purposes of dancing. After carefully reviewing the authorities, the learned judge held that there had been no breach of the covenant, but that the nuisance was actionable; the result was an award of damages, but no injunction. More recently, in *Phelps* v. *City of London Corporation* [1916] 2 Ch. 255, noise occasioned by the demolition of adjoining premises belonging to the lessor was held not to constitute a breach of the covenant for quiet enjoyment.

In so far, then, as his claim rests upon this covenant, a tenant is in no better position than anyone else, and if the noise is due to building operations, reasonable care being observed, his contentions and complaints will usually be met with a quotation from the judgment in *Harrison* v. *Southwark and Vauxhall Water Co.* [1891] 2 Ch. 409: "It frequently happens that the owners or occupiers of land cause, in the execution of lawful works . . . a considerable amount of temporary annoyance to their neighbours, but they are not necessarily on that account to be held guilty of causing an unlawful nuisance . . . A man who pulls down his house no doubt causes considerable inconvenience to the next-door neighbours, but he is not responsible as for a nuisance if he uses all reasonable care and skill to avoid annoyance by the work of demolition."

It is, however, worth noting that in *Odell* v. *Cleveland House Ld.* (1910), 102 L.T. 602, in which the tenant of a ground floor shop successfully sued his landlords for undue annoyance caused by their contractors in rebuilding the upper storeys, Lawrence, J., said, in the Divisional Court, that in assessing damages regard might be had to the fact that the defendant had let the shop to the plaintiff for the purpose of being used as an optician's shop. This though the claim had referred only to nuisance. Darling, J., did not refer to the relationship in his judgment, the main point argued on appeal being the question of liability for the contractor.

When, however, a tenant can base a claim on derogation from grant—and the remarks of Lawrence, J., in the above case suggest that that was what was in his mind—he is indeed in a better position than in a case in which the defendant is a stranger to him. In *Grosvenor Hotel Co.* v. *Hamilton* [1894] 2 Q.B. 836; C.A., an action for rent, the defendant established a counter-claim in respect of vibration from engines used by the plaintiffs to pump up water, which vibration had rendered the defendant's premises so unsafe that he had had to move. The express covenant for quiet enjoyment was not wide enough to give him a cause of action, but it was held that, although the premises were unstable at the commencement of the term, there was a clear derogation from grant. "The house was demised by the person who caused the vibration, and he cannot defeat the grant contained in the lease"; and damages were allowed representing not only the loss of possession but also the cost of finding and adapting new premises, and of removal.

The circumstance that the house was unstable at the date of the demise did not avail the landlords in the above case; in fact, Lopes, L.J., said they were estopped from setting up its unstability. But if the noise and vibration have been contemplated by both parties before the demise, both will be held to all that is implied in their common intention. Thus, in the Privy Council case of *Lyttelton Times Co. Ld.* v. *Warners*

Ld. [1907] A.C. 476, the tenants, who kept a hotel, and the landlords, who had rebuilt their adjoining printing works, had both relied on the opinion of an independent architect which, in the event, was found to underestimate the noise and vibration which would affect the hotel; and under these circumstances it was held that there was no derogation from grant.

Our County Court Letter.

OVER-STRAIN AND WORKMEN'S COMPENSATION.

In *Baldwin* v. *Evesham Corporation*, recently heard at Evesham County Court, the applicant claimed an award in respect of an accident sustained on the 4th February, 1929, when he and another man were pulling a roller. The latter was usually worked by three or four men, as it weighed over nine hundredweight, and the applicant fell to the ground with a strained heart. He continued at work until the 23rd February, when he was certified by several doctors as suffering from influenza, but (later in the year) he was certified as suffering from muscular strain by four doctors. The latter admitted in evidence that they issued the certificates in reliance on the applicant's word, and (in response to a comment on the remarkable position) His Honour Judge Roope Reeve, K.C., observed that it would have been still more unfortunate if the doctors had perjured themselves, but it was an example of the demoralisation of having great funds for persons in misfortune. The respondents called no evidence, and His Honour held that any disability was the result of the applicant not having used his muscles for a considerable time, and was not due to an accident. Judgment was, therefore, given for the respondents, with costs.

THE CONVERSION OF GRAVEYARDS INTO PLAYGROUNDS.

The legal objections to the above were recently illustrated in *Hodson* v. *Gatis and Others*, in the Lichfield Consistory Court. The case for the applicant, the rector of St. Peter's Collegiate Church, Wolverhampton, was that (*a*) it was necessary to provide a playground for the enlarged school, (*b*) the parochial church council was unanimously in favour of converting the graveyard, (*c*) the latter was already an unauthorised playground, but was derelict, (*d*) there had only been ten burials in fifty years (the last having been in 1920), and the gravestones would be carefully moved to another site. The evidence was that the churchyard had not been closed by Order in Council, but by a private statute, with the result that the ratepayers were not responsible for its upkeep. The objectors protested against the use of consecrated ground as a playground, and personal objection was taken by the owners of a family grave, in which a relative had been buried in 1917. The submission for the applicant was that consecrated ground could be used for church schools, which were classed as ecclesiastical purposes. The Chancellor (Mr. F. O. Langley) observed that, if there were any prospect of the ground being restored (so as to be a suitable setting for the church) the faculty would not be allowed. In default of such restoration, however, a citation would issue and the faculty would be granted, as the present state of the churchyard could not be allowed to continue. Compare *London County Council* v. *Greenwich Borough Council* (1929), 45 T.L.R. 144, dealing with the Disused Burial Grounds Act, 1884, and the Open Spaces Act, 1887.

THE REMUNERATION OF JOCKEYS.

In *Doherty* v. *Winser*, recently heard at Chipping Norton County Court, the claim was for £7 17s. in respect of wages and travelling expenses. The plaintiff's case was that (1) he had been engaged as a steeplechase jockey in November, 1929, at a wage of 35s. per week (afterwards increased to £2) to ride the defendant's horses, but (2) on the latter being sold (in May, 1930) he had received a fortnight's notice, and (3) a month's wages were outstanding, although he had received certain riding fees through Messrs. Wetherby. The defendant's case was that (1) the plaintiff was only engaged as a groom, but was allowed to ride in certain races, for which he would ordinarily have received the jockey's fees, (2) owing to his bad riding at Tenby the permission was withdrawn, but from last January the plaintiff was again allowed to ride for nothing. His Honour Judge Randolph, K.C., remarked that the verbal agreement, viz., to ride for less than the correct fee, was admittedly not registered with Messrs. Wetherby, as required by the National Hunt rules. The defendant, having negligently overlooked the registration, could not claim a refund of the jockey's fees, and an omission to pay the correct amount would be a breach of the rules of racing. The subsequent payment of the fees to the plaintiff through Messrs. Wetherby did not affect the liability for wages (in the absence of a registered agreement) and judgment was therefore given for the plaintiff for £5 15s. and costs.

Practice Notes.

THE ACCIDENTS OF UNLICENSED MOTOR DRIVERS.

The insurance company's liability with regard to the above was considered in the recent case of *Revett* v. *Cornhill Insurance Company Limited* at Clacton County Court. The claim was £41, the amount of damage sustained by the plaintiff's car while being driven by a man whose licence had expired. The defendants relied upon a clause in the policy restricting liability to accidents to the car "whilst in charge of or being driven by the insured or his licensed and duly authorised driver," and they contended that, although duly authorised by the owner, the driver was not licensed. The plaintiff relied upon the principle that, in the event of ambiguity, a policy must be construed in favour of the person to whom it is issued. His Honour Deputy Judge Rowley Elliston held that, as the first of the two above conditions (last-mentioned in the clause) was not fulfilled, the plaintiff could not recover. Judgment was therefore given for the defendants, with costs.

THE VALIDITY OF CATTLE SHOW AWARDS.

In *Bibby Bros.* v. *Westmorland Agricultural Society*, recently heard at Kendal County Court, the claim was for £10, being the amount of a first prize won by the plaintiff's heifer in a Shorthorn class. The plaintiffs (on the 15th September) had telephoned their wish to enter a heifer, and the secretary had stated that, although the entries had closed on the 8th September (and the plaintiffs were thus too late for the catalogue), there was no rule of the Society requiring entries to be received in time for the catalogue. The plaintiffs' heifer was eventually adjudged the winner, but a protest on the ground of ineligibility was lodged by the brother of the second prize winner. The matter came before a committee of sixteen (including the objector and the third prize winner), when the voting was twelve to four against the plaintiffs—this decision being affirmed at a subsequent meeting. It was held, however, by His Honour Judge Eustace Hills, K.C. (in a reserved judgment), that the decision of the committee was void, and judgment was accordingly given for the plaintiffs, with costs.

MONEYLENDERS' BILLS OF SALE.

In *Watkinson* v. *Lewis*, recently heard in the Manchester Chancery Court, the plaintiff claimed a declaration that a bill of sale given by him to the defendant was void. Having been served with a writ in respect of a previous transaction, the plaintiff had given a bill of sale for £300, but he contended that (*a*) £9 10s. was all he actually received, as (*b*) the defendant

retained £287 for the first loan and £3 10s. for the costs of the bill of sale. After paying £60, the plaintiff sued as above, on the ground that the note or memorandum of the contract did not truly state the consideration, and was unenforceable under the Moneylenders Act, 1927, s. 6. The defendant's evidence was that he did give £300 to the plaintiff, who counted out and returned £287. Sir Courthope Wilson, K.C., Vice-Chancellor, did not accept this evidence, but he pointed out that the plaintiff, prior to the loan, had signed a statement that he would repay £287 out of the advance, and this agreement for the retention of that sum amounted to a payment at law. The costs (£3 10s.) had been improperly retained, but were nevertheless treated as part of the consideration, and this deduction of £3 10s. rendered the memorandum inaccurate, as the loan was not in fact £300. A declaration was therefore made as asked, and the counter-claim for payment was dismissed, with costs.

Obituary.

MR. E. J. L. WHITAKER.

Mr. Edward John Lucie Whitaker, barrister-at-law, of 8, Stone-buildings, Lincoln's Inn, died on Friday, the 20th February. Mr. Whitaker, who was called to the Bar in 1893, had had a good conveyancing practice in Lincoln's Inn for many years.

MR. W. R. WARREN.

The death took place, on Saturday, the 21st February, at his home at Highgate, of Mr. Walter R. Warren, barrister-at-law, of the Inner Temple. Mr. Warren was called in 1893, and for many years had been a familiar figure on the King's Bench side, recently specialising to some extent in rating matters. He twice stood for Parliament as a Liberal, and for several years sat for Battersea upon the London County Council.

MR. J. F. TAYLOR.

Mr. James F. Taylor, solicitor, of Liverpool, died recently at his home, at Allerton, at the age of sixty-nine. He was admitted in 1885.

MR. J. IRVING.

Mr. John Irving, solicitor, of Dumfries, died suddenly on Thursday, the 19th February. Mr. Irving was senior partner in the firm of Messrs. Primrose & Gordon, and had been in business for over thirty years. He was also a director of the City of Glasgow Life Assurance Company.

SIR H. C. VINCENT.

Sir Hugh Corbet Vincent, solicitor, a member of the firm of Messrs. Carter, Vincent & Co., of Carnarvon, died on Sunday, the 22nd inst., at the age of sixty-eight. Admitted in 1886, he had been Mayor of Bangor three times, and a member of the Carnarvonshire County Council. He gave much of his time to Church work, and was one of those who framed the Constitution of the Church of Wales after disestablishment. He was also Chairman of the recently appointed Committee to inquire into Welsh Cathedrals.

MR. F. BEDWELL.

Mr. Frank Bedwell, B.A., Cantab, solicitor and Registrar of the County Court of Scarborough, died recently at his home in York, at the age of sixty-nine. Mr. Bedwell, who was admitted in 1886, was elected Chairman of the local Court of Referees in connexion with the administration of Unemployment Insurance.

MR. H. TEMPERLEY.

Mr. Henry Temperley, solicitor, of Newcastle-upon-Tyne, died at Slough on Tuesday, the 17th inst., in his seventieth year. He was admitted in 1886, and later became a partner in the firm of Messrs. Botterell, Roche & Temperley, of Newcastle-upon-Tyne.

MR. G. R. CLARK.

Mr. George Riley Clark, solicitor and senior partner of Messrs. Clark & Clark, of Oldham, died on Friday, the 6th inst., at the age of sixty-three. He was admitted in 1894, and for many years had been Clerk to the Middleton Justices.

MR. E. W. SAMPSON.

Mr. Edward William Sampson, solicitor, of Blackheath, died recently at the age of seventy-eight. Admitted in 1876, Mr. Sampson was for many years Solicitor to the Woolwich Board of Guardians. He was a member of the firm of Messrs. E. W. & M. Sampson, of London and Woolwich.

Correspondence.

Ejectment of Unmarried Couple.

Sir,—The last sentence of A.F's letter on p. 136 postulates that the *ratio decidendi* of the cases is the extent of the intercourse. It is submitted that this is a fallacy—the true distinction being that the landlord in *Upfill* v. *Wright* was seeking to participate in the profits of commercialised vice, whereas there was no such suggestion in the "Point in Practice."

21st February. YOUR CONTRIBUTOR.

Land Registration Fee Order, 1930.

Sir,—May we draw your attention to the peculiar state of affairs existing under the Land Registration Fee Order, 1930, whereby under para. 13, s. 10, if on a purchase a personal search is made at the cost of 1s., a subsequent official search costs an additional 5s., whereas if no personal search is made there is no charge for the official search.

Enquiry at the Land Registry fails to elicit any explanation of this apparent anomaly, and, as the facts speak for themselves, we think further comment by us would be superfluous.

BOULTON SONS & SANDEMAN.

Northampton Square, E.C.1.
24th February.

The New Silks.

Sir,—In your note under the heading of "The New Silks," in your issue of the 21st instant, you enquire whether Lord Macmillan was not mistaken in thinking that Mr. Dube was the first practising Indian barrister to attain the distinction of being made a King's Counsel, and whether the late Lord Sinha was not entitled to that distinction. My recollection is that Lord Sinha was no longer practising when the distinction was conferred upon him, and had already been engaged for several years in official life.

Strand, W.C.2. HY. S. L. POLAK.
24th February.

Books Received.

Incorporated Accountants' Students' Society of London. Lectures, 1929-30. Demy 8vo. pp. (with Index) 307. London: Published by the Society, Incorporated Accountants' Hall, Victoria-embankment, W.C. 3s. 6d. net.

Byles on Bills. By A. W. BAKER WELFORD, Barrister-at-Law. Nineteenth Edition. 1931. Royal 8vo. pp. lxxvi and (with Index) 447. London: Sweet & Maxwell, Ltd. 35s. net.

Company Law. By ALLAN WALMSLEY, LL.B. (Lond.), Barrister-at-Law. Crown 8vo. pp. xii and (with Index) 180. London: Longmans, Green & Co. 5s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten in duplicate, addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Removal of Bungalows from Commons.

Q. 2152. Several people have enclosed pieces of common land and some of them have built bungalows or houses upon those pieces. Before the houses were built they submitted plans in pursuance of the regulations made under the Housing Act, 1907, to the district council. Under s. 194 of the L.P.A., 1925, the council of the district in which any building or fence has been erected or any other work constructed whereby access to land to which the section applies is prevented or impeded, may apply to the county court within whose jurisdiction the land is situated, and the court shall have power to make an order for the removal of the work and the restoration of the land to the condition in which it was before the work was erected or constructed. After approving plans for building and assessing the occupiers of the encroachments for rates, the district council proposes to exercise its powers under the above section by applying to the county court for an order of removal. Has the council by its acts prejudiced its rights under the section ?

A. The approval of the plans and the assessment to rates have not prejudiced the rights of the council under the L.P.A., 1925, s. 194, as the above were only ministerial acts, which the council could not refuse to perform. The performance of the statutory duties of the council implied no warranty of title to the bungalows, and these duties were carried out impliedly without prejudice to the rights of third persons, such as the lord of the manor, the commoners, or even the council itself under any other statutes. The acceptance of rates raises no estoppel against the council, whose consent to the occupation of the common would be no answer (for example) to an indictment for nuisance. See *Attorney-General* v. *Baker* [1900] 83 L.T. 245. The owners of the bungalows will therefore have no defence to the county court proceedings, as they are not in possession under the Commons Act, 1876, or any Inclosure Act, and their period of occupation is apparently too short to base a claim on prescription or adverse possession. The latter is in any case difficult to prove in the case of alleged common land.

Law Reports as Trade Leaflets.

Q. 2153. A was summoned, convicted and fined in respect of the sale of an article to which a false trade description had been applied. A report of the proceedings appeared in a journal connected with the trade interested in the particular article. B, also connected with the same trade, and a dealer in the article in question, wishes to have a report of the proceedings, as it appeared in the trade journal in question, printed as a leaflet and distributed by him to his customers and others interested. Is such reprinting and distribution of the report in question, assuming it is fair and accurate, a libel on the defendant, for which B would be responsible ?

A. B would be liable to A for damages for libel, as (1) B cannot claim the qualified privilege enjoyed by the journal (connected with the trade) in which the report appeared; and (2) the jury would probably find that he was actuated by malice, in which event the fairness and accuracy of the report would be no defence. The leading case on the above facts is *Salmon* v. *Isaac* (1869), 20 L.T. 885, in which the parties were rival manure dealers, and the defendant had distributed circulars on market days containing reports of two county court cases, these being copied from *The Mark Lane Express*, which had condensed the reports originally appearing in *The Ashford News*. The plaintiff complained of a subsequent shrinkage in his business, and Mr. Justice Hannen gave judgment for the damages awarded by the special jury, viz., £287.

Income Tax on Mortgage Interest from Abroad.

Q. 2154. An inspector of taxes has requested the mortgagees of a reversionary interest to collect the half-yearly interest payable by their mortgagor *who is abroad*, without deduction of income tax and to account for the tax direct to the income tax authorities. Having regard to, inter alia, all Schedules, r. 23 of the Income Tax Act, 1918, what authority has the inspector for requiring this ?

A. It is assumed that no question arises of income from foreign possessions, and that the above is merely a case of the mortgagor being abroad, while the reversionary interest is personal property in Great Britain. No authority is known for the requirement of the inspector, and it is doubtful if any exists, as he is inciting the mortgagees to enter into an agreement which (*a*) is declared void by the above r. 23 (2), and (*b*) exposes them to the risk of a £50 fine (under r. 23 (1)) if they force the arrangement upon the mortgagor, in the event of his being unwilling. If the mortgagor consents, however, no harm will ensue, and the result will be beneficial to the national exchequer, as there appears to be no means at present of collecting from the mortgagor the interest which he deducts in purported discharge of his statutory duty. The inspector doubtless feels authorised to make the request by virtue of his duty to the taxpayers who are not abroad.

Poker Playing in Sports Pavilion.

Q. 2155. A limited liability company owns a sports ground, used for bowls and lawn tennis. On the ground is a pavilion in which the bowling club members gather for social purposes. Some of the members play cards there, "Poker" for money stakes being one of the games. The club is a registered club. The officials of the club and company ask to be advised whether they are breaking the law in permitting the game of "poker" for money stakes. There is a rule that "visitors are not allowed to play any game other than bowls and that only by permission of one of the committee of management." In winter time, the playing of bowls is wholly suspended and the playing of tennis is almost wholly so, so that, during a part of the year, the activities of the club are of a non-sports character. We have referred to the cases of *Jenks* v. *Turpin* (1884), 13 Q.B.D. 505; *Dyson* v. *Mason* (1889), 22 Q.B.D. 351; *Lockyer* v. *Cooper* [1903] 2 K.B. 428; *Morris* v. *Godfrey* (1912), 106 L.T. 890; and *Rex* v. *Hendrick* (1921), W.N. 87. *Jenks* v. *Turpin*, seems to have held (among other things) that a conviction is proper if any building is "kept or used" for playing therein any game of chance (or any game of mixed chance and skill) in which a bank is kept, for which bank the players play. We do not know much about the game of "poker," but it appears that in such game there is a bank for which the players play. The point arises, therefore, whether the above-mentioned pavilion is "kept or used" for playing therein the game of "poker." Other card games are played there and there is a bar for refreshments and there are occasional concerts and whist-drives to which non-members are invited. There are, in the pavilion, club

members (but not any other persons) playing "poker" on two or three evenings a week, to the knowledge of the officials. Will you be so good as to assist us to a decision whether the officials are liable to conviction and fine in the matter for "keeping a common gaming house" or otherwise?

A. The following cases, among those cited, dealt with licensed premises, and the issues were, therefore, different from those raised in the question: *Dyson* v. *Mason* and *Lockwood* v. *Cooper*. Furthermore, *Morris* v. *Godfrey* and *Rex* v. *Hendrick* were not club cases, and *Jenks* v. *Turpin* remains, but this is a leading case on the subject of proprietary clubs, such as that in the present case, in which the limited company is the proprietor. The present case is apparently distinguishable from *Daniels and Others* v. *Pinks* (1930), W.N. 10, in which the club was a members' club. The latter circumstance, however, did not prevent a conviction, in view of the evidence. It appears that (in the present case) in winter the ordinary sports activities are suspended and (while occasional concerts and whist drives take place) on many days the game of "poker" (played for money) is the only attraction. In deciding whether the club is a common gaming house, the jury (or magistrates on a summary trial) would have to consider (*a*) whether "poker" (as played) was a game of chance; (*b*) the hours to which play was continued; (*c*) the amount of the stakes; (*d*) the extent of participation by any particular individuals; (*e*) the disturbance (if any) caused by late departure in motor cars. The question whether the officials are liable to conviction for keeping a common gaming house (the most probable charge) is, therefore, one of degree, depending on, e.g., the sex and age of the players, their sobriety, and whether there is any suspicion of swindling. It is doubtful if the police would take action in the absence of complaints of private victimisation or public disturbance by late sittings, but (as "poker" is more of a game of chance than bridge, for example) care should be taken that there is no such degeneration in the innocent amusements of the club members.

Granting of Lease by a Liquidator.

Q. 2156. We are concerned for a liquidator of a private company under a members' voluntary winding up, all the creditors having been paid in full. The only difficulty in completing the liquidation is the realisation of a large leasehold works (thirty years unexpired, ground rent £70), one-third of which was let off on occupation lease at a rent of £200 shortly before the liquidation. The works are at the present time unsaleable, but the liquidator has arranged lettings of other parts of the works at rentals amounting to £280. The only shareholders are the trustees of a testator who died thirty years ago (either in their personal capacity or as trustees), and they are anxious for the lettings to take place. We cannot find any authority enabling a liquidator to grant such occupation leases as are suggested, but we can find no authority for the statement that he cannot do so. The Companies Act, 1929, gives him no direct authority. The effect of the leases will probably not make the property more realisable immediately, and the liquidator suggests continuing the liquidation indefinitely for the time being, making an interim payment to the shareholders of all proceeds of realisation after retaining a sufficient sum to safeguard himself against future liability in respect of the lease. Roughly all preference shares will be paid in full and there will be nothing for the ordinary shares. We should be glad to have an opinion:

(1) Whether the liquidator can grant such leases as are proposed.

(2) Whether the joining in the leases of all the shareholders would help.

It should be noted that the trustees of the will have specific power to invest trust money in the purchase of leasehold properties, whether the term is long or short, with full powers of management, etc., and we have advised them that they should purchase and grant the leases, but they are very reluctant to do this, being both over seventy years of age, and, in fact, all the beneficiaries being elderly.

A. We do not think it is within the powers of a liquidator to grant a lease in the name of the company, but there appears to be no reason why s. 232 (2) should not be resorted at and the directors authorised either by the liquidator or the members in general meeting to exercise any powers the company had under the memorandum and articles of association to grant leases. A lessee would, we think, be justified in taking a lease so granted, whereas he would be entitled to object that it was outside the powers of the liquidator to grant a lease himself in the company's name.

American Law of Intestate Succession.

Q. 2157. A was born in England, of British parents. Many years ago he went to live permanently in America, formally became a naturalized American, and died there intestate, leaving him surviving a widow (who has since died in America) and four first cousins and the children of four first cousins who died before him, all of whom live in England. There were no other next-of-kin. Not having access to American text-books, and assuming American law to apply, we ask you to advise who now becomes entitled to A's estate, which is all invested in America, and particularly if the children of the deceased first cousins participate.

A. Before answering the above question, it will be necessary to know in which of the forty-eight states of America the deceased was domiciled, as each state has its own laws. It does not follow that the deceased was domiciled in the state in which he died, and it should be ascertained (if possible) where his public records were kept, e.g., where was his naturalisation certificate issued, and where did he pay his personal taxes? Information would also be useful as to (*a*) whether the estate consists of real or personal property, and where it is locally situated; (*b*) in which state the inheritance taxes have been paid or will be payable.

Lease—Licence to Assign—Underlease.

Q. 2158. In December, 1929, A leased freehold land to B for the term of twenty-one years, and the latter covenanted not to assign or underlet without the consent of the lessor, such consent not to be unreasonably withheld. In January, 1930, A authorised B to assign the remainder of the term to C, but instead of assigning the term B granted an underlease to C. Will you please advise:—

(1) Is the covenant not to assign or underlet contained in the lease of December, 1929, broken by the underletting to C, and if so, is B entitled to any relief? or

(2) Does the authority to assign cover the underletting? In the lease of December, 1929, certain rents and royalties were reserved, and the authority to assign above referred to authorised B to assign the lease at the rents and royalties therein reserved. In the underlease to C larger rents and royalties than those in the lease were reserved. Has A power to enforce B to underlet at the same royalties as those contained in the lease, or can B impose larger royalties in the underlease?

A. The licence to assign did not authorise a sub-lease: L.P.A., 1925, s. 143. A is entitled, after serving the requisite notice and non-compliance, to take action for forfeiture under the usual proviso for re-entry. Relief, however, would, we think, certainly be given on terms, but what those terms would be we are unable to say as there is no sufficient authority to guide one. A was not entitled unreasonably to withhold his licence to a sub-letting, and as he approved of C as an assignee, he could hardly have disapproved of him as a sub-tenant. It may be, therefore, that unless some valid reasons why C should not be a sub-tenant can be put forward, A would not even get his costs of proceedings.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On the 26th February, 1858, Sir Frederick Thesiger was raised from the Bar to the Woolsack. As Lord Chelmsford in the House of Lords, he was as industrious and devoted as he had been brilliant and successful at the Bar.

The early course of his career was marked by some indecision. At first destined for the Navy, he saw active service in the Napoleonic wars. After a short time, he withdrew from the sea to prepare for the Bar of the West Indies, where he was heir to a considerable estate. Though a volcanic eruption, which destroyed the entire property, diminished his interest in that part of the world, it was with some reluctance and little hope of success that he was persuaded to try his fortune at the English Bar, of which he became so brilliant an ornament.

OUR JUSTICE AND THE WORLD.

For some time past, our courts have been frequently called upon to display their impartiality to admiring foreigners. The Bank of Portugal and the German Reich feel that they have received true measure in just scales. Another creditable performance was the conduct of the *Jonesco Case*, while South American diamonds and Russian goldfields have also been swept into the mixed international bag. In the latest cases of this class, two United States corporations have recovered judgment and the Administrator of Hungarian Property has figured as a plaintiff.

However, it is neither to-day nor yesterday that British justice has exercised international influence. For example, Lord Stowell's Admiralty decisions during the Napoleonic wars earned him a lofty place in the estimation of foreign jurists. Oddly enough, he is rather more appreciated abroad than at home. In England, he is certainly much less vividly remembered than his brother, Lord Eldon, L.C., who surpassed him only in the eminence of the office he held.

FAIR TRIAL.

Probably the most meritoriously impartial decision ever recorded in a British court of justice on a matter touching foreign affairs was the verdict in the prosecution of Monsieur Peletier, in 1803. While we were at war with France, this gentleman had in his writings employed no measured terms to vilify Bonaparte, then First Consul. During the brief Peace of Amiens, he was incautious enough to continue his activities, with the result that he fell, so to speak, in the crack between two wars and was prosecuted for libelling a magistrate of a friendly power.

Anyone who has seen any of the contemporary cartoons of Napoleon will realise the almost superhuman impartiality of the jury's verdict of guilty. However, there was a happy ending for poor Monsieur Peletier, as very soon after, hostilities were renewed and he escaped sentence.

A NEW STORY.

Lord Darling's re-appearance in court offers an occasion to relate a story of him which I believe has never before been printed.

It was at the Cambridge Assizes, in an action for breach of contract for failing to deliver goods of a specified quality at a specified place. Counsel for the defendant was bold enough to argue that the *cy-près* doctrine applied and that the contract had been discharged by the delivery of goods as near as possible to the quality agreed and as near as possible to the place agreed.

"Oh, I see," said his lordship. "So you contend that if you promised to deliver me a horse at a particular cross-roads you would fulfil your contract if you came to me and said, 'I'm sorry, I can't bring a horse here, but I've got a pig half a mile down the road.'"

Notes of Cases.

House of Lords.

Fisher or Simpson (now Johnston, pauper) *v.* London Midland and Scottish Railway Company.

13th February.

WORKMEN'S COMPENSATION—ACCIDENT ARISING OUT OF THE EMPLOYMENT—RAILWAY GUARD TRAVELLING AS PASSENGER—UNEXPLAINED FALL FROM TRAIN.

The question raised by this appeal was whether an accident, of which nothing was known, to a guard who fell out of a train in which he was travelling as a passenger, arose out of his employment by the railway company. The guard was instructed to travel from Glasgow to take charge of a train from Gourock. On arrival at Gourock the guard was missing, but various articles belonging to him were found in the compartment in which he was the only passenger. Subsequently his body was found on the line with a fractured skull, such as would have been caused by a fall from the train. On these facts the sheriff-substitute held that the accident arose out of and in the course of the guard's employment. The First Division of the Court of Session reversed his decision, and this appeal was then brought by the widow and children of the guard.

Lord DUNEDIN in the course of his judgment said: "If the deceased man was in the course of his employment as explained in *M'Neice* v. *Singer Sewing Machine Co.* [1911] S.C. 12, and there were facts from which it might be deduced that his employment brought him within or allowed him to be within proximity of the peril to which his death could properly be ascribed and the arbitrator came to the conclusion that the accident arose out of, as well as in, the course of his employment, his judgment should not be disturbed. He did not think the last proposition had ever been clearly laid down, but he thought it ought to be, because they must not be swayed by mere feelings of sympathy. Applying that to facts in the present case it had been admitted from the first that the man was in the course of his employment. He was told to go to Gourock by that train, and his presence in the compartment was due to the orders he had received. The door and window of a compartment were dangerous places, and the arbitrator came to the conclusion that the guard fell accidentally out of the window. He thought that the arbitrator had evidence on which he could so find, and upon that the arbitrator found that the accident arose in the course of, and out of, his employment. He did not think the Court of Session should have disturbed that finding, and he therefore moved that the appeal be allowed and the finding of the arbitrator restored. The appellant must have her costs in the Court of Session, and such costs in that House as were allowed persons suing *in forma pauperis*.

Lord TOMLIN and Lord THANKERTON gave judgment to the same effect.

COUNSEL: *A. P. Duffes*, K.C., *G. R. Thomson* and *Aiken Watson*; *Douglas Jamieson*, K.C., *J. L. Clyde* and *Bertram Reece*.

SOLICITORS: *Findlay, M'Clure & Co.*, for *C. M. Scott*, Glasgow, and *W. T. Forrester*, Edinburgh; *H. L. Thornhill* and *A. Eddy*, for *James Wilson*, Writer, Glasgow, and *John C. Brodie & Sons*, W.S., Edinburgh.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Miller *v.* Cannon Hill Estates, Ltd.

Swift and Macnaghten, JJ. 19th, 20th January.

VENDOR AND PURCHASER—PLOT OF LAND BOUGHT—HOUSE TO BE BUILT—ORAL WARRANTY OF QUALITY OF

Materials and Work—Written Agreement—"Fit for Habitation"—Express and Implied Warranty.

Appeal from the Mayor's and City of London Court.

The plaintiff and his wife, who were seeking a house, went in January, 1928, to view a building estate at Cannon Hill, Raynes Park, Surrey, which was then being developed by the defendants. They interviewed the defendants' manager and secretary, who assured them that the materials and workmanship used and employed in the construction of the houses erected on the estate were of the best quality. They also inspected a show house on the estate. Subsequently, on the 2nd February, the plaintiff took an option to purchase Plot 8, Cannon Close, and on the 14th February he paid a deposit on the site. On the 6th March, 1928, the plaintiff entered into a formal contract for the purchase of the freehold plot and house to be erected thereon for £915. Building had not yet commenced on the plot at that time. The property was to be registered with an absolute title under the Land Registration Act, 1925, and the purchase completed by the 29th June, 1928. By cl. 7 of the agreement, "the interior of the house shall be finished off similar to the show house, No. 66 Fairway, Raynes Park, and the company will finish and complete same to the purchaser's reasonable satisfaction." And, by cl. 9, "the company will obtain and hand over on completion the certificate of the local authority that the house is fit for habitation." The local surveyor did certify the house as fit for habitation, and the purchase was completed on the 2nd August, 1928. The plaintiff and his wife lived in the house from September, 1928, to February, 1930, and serious damp penetrated the house during the winter of 1929-30, when there was abnormally wet weather. Acting on medical advice, the plaintiff left the house as being unfit for habitation, and in February, 1930, a notice was served on him by a sanitary inspector requiring him to abate the nuisance caused by damp. The plaintiff brought the present action before Judge Shewell Cooper and a jury, on the 14th January, 1930, for damages for breach of contract, relying (*a*) on the representations of the defendants' manager in January and February, 1928, as a verbal agreement collateral to the written contract, and (*b*) on an implied warranty that the house was to be fit for habitation. The defendants pleaded that the contract was concluded by the written contract of the 6th March, 1928, and the instrument of transfer; that the local surveyor had certified the premises as fit for habitation; that the defects, if any, were due to the abnormally wet weather; and that the doctrine of *caveat emptor* applied. The jury found that there was an oral agreement that the house should be built of proper materials and in a workmanlike manner. They further found that the house was not fit for habitation on the 2nd August, 1928, or on the 14th January, 1930; that the defects were due to faulty construction augmented by the abnormal weather, but that apart from the weather the house would not have been reasonably fit for habitation. They awarded £91 damages. The judge, on the above findings, gave judgment for the plaintiff, holding that there was an express warranty by the defendants. The defendants now appealed.

Swift, J., said that there was evidence on which the jury could find that there was a collateral agreement that the house should be constructed of the best materials and with proper workmanship. Apart from the express promise, however, there was an implication of law, in the case where a builder contracted to build or complete a dwelling-house, that the house should be reasonably fit for habitation. Appeal dismissed.

Macnaghten, J., agreed.

Counsel: *W. H. Moresby* for the appellants; *Sir Thomas Hughes*, K.C., and *Gilbert Paull*, for the respondent.

Solicitors: *Upton, Britton & Lumb; Sheffield, Powell and Scott Tucker.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

London Welsh Estates, Ltd. *v.* **Philip.**

Swift and Macnaghten, JJ. 20th and 21st January.

Practice—Costs—Money Tendered before Action—Writ Issued—Same sum paid into Court—Denial of Liability—Sum Accepted—Plaintiffs Ordered to Pay Defendant's Costs—Supreme Court of Judicature (Consolidation) Act, 1925, 15 & 16 Geo. 5, c. 49, s. 50 (1)—Rules of the Supreme Court, Ord. XXII, r. 7; Ord. LXV, r. 1.

Appeal from a decision of an Official Referee.

The plaintiffs in this action, London Welsh Estates, Ltd., were the landlords of certain premises let to the defendant. When the tenancy expired the plaintiffs alleged that the tenant was liable for certain breaches of covenant to repair, and they claimed about £133. Without admitting liability the defendant offered the plaintiffs £55 in full satisfaction of their claim. That offer the plaintiffs refused, and a writ was issued. The defendant paid the £55 into court with a denial of liability and in full satisfaction of the claim. The Official Referee, before whom the matter came, directed the plaintiffs to deliver a schedule of dilapidations to the defendant. The plaintiffs then ascertained that there had been a miscalculation, and they accepted the £55 paid into court. The Official Referee thereupon ordered that "the costs of the defendant of the action and of this application be taxed and paid by the plaintiffs." The plaintiffs now appealed.

Swift, J., said that Ord. XXII, r. 7, of the Rules of the Supreme Court was silent about costs incurred by the defendant, but in that case s. 50 (1) of the Supreme Court of Judicature (Consolidation) Act, 1925, and Ord. LXV, r. 1, of the Rules of the Supreme Court, gave absolute discretion to the court to deal with those costs. It had been said that the Official Referee had no jurisdiction to order a successful plaintiff to pay the costs of an unsuccessful defendant. There was in this case material on which the Official Referee could exercise his discretion as he did, and on the principles laid down in *Donald Campbell & Co.* v. *Pollak*, 71 Sol. J. 450; [1927] A.C. 732, his order would not be interfered with. Appeal dismissed.

Macnaghten, J., agreed.

Counsel: *Havers*, for the appellants; *Monckton*, K.C., and *T. R. C. Goff*, for the respondent.

Solicitors: *Rawlings, Butt & Bowyer*, for *Randall & Co.*, Glamorgan; *Bentley & Jones.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Green *v.* **Arcos, Ltd.** Rowlatt, J. 12th February.

Contract — Carriage of Goods by Sea — Timber — Specified Quantity—Not Tendered—Refusal to Accept.

Special case stated by a commercial arbitrator.

By a contract of the 15th January, 1930, the buyer, Joseph Green, bought a quantity of timber which was to be shipped from Russia. On arrival of the timber the buyer found that some classes of the timber had been overshipped, that in other classes there had been short shipment, while in some classes there had been no shipment at all. He thereupon refused to accept delivery and rejected the whole of the shipment on the ground that the sellers, Arcos, Ltd., had failed to perform the contract. The dispute, in accordance with an arbitration clause in the contract, was referred to arbitration. The umpire held that, subject to the opinion of the court on a special case, the buyer had no right to reject the timber, but must take it and pay the price, subject to an allowance of £137 10s. The contract set out a long specification of the different kinds of timber bought, and on the back of the contract, clause 5 provided that: "A margin of 10 per cent. more or less on the contract quantity is to be allowed to sellers

for convenience of chartering. Any such increase to be given only in contract sizes, but not more than double the quantity of any item . . ." Clause 14 provided that, *inter alia*, "Buyers shall not reject the goods herein specified, but shall accept or pay for them in terms of contract against shipping documents."

ROWLATT, J., said that the main question was the effect of clause 14. The contract was clear; it was for a specified quantity of timber of specified lengths and sizes. Some margin was necessary as a matter of business, and the margin in the present case was defined in percentages. As the figures in the case exceeded the allowed percentages there was, *primâ facie*, a right to reject. But then came clause 14, which said that the buyer should not reject. It could only prevent rejection where the goods tendered were the goods "herein specified." As the goods tendered were not the goods specified in respect of quantity the clause did not apply. The buyer, therefore, was entitled to reject. A stay was granted.

COUNSEL: *Willink* for the buyer; *van den Berg* for the sellers.

SOLICITORS: *Pritchard & Sons; Wynne-Baxter & Keeble.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hallam *v.* **Hallam (Gould intervening).**

Lord Merrivale, P. 10th February.

DIVORCE—COSTS—DEFENDED PETITION FOR DISSOLUTION—RETIREMENT OF JUDGE PENDING JUDGMENT—QUESTION OF COSTS ARISING OUT OF READ JUDGMENT—GENERAL JURISDICTION OF COURT AS TO COSTS.

This was an argument as to the petitioner's and respondent's costs. Incidental to a wife's defended petition for dissolution heard before Mr. Justice Hill (as he then was) in July, 1930. The wife had private means; the husband was a bank cashier dependent on his earnings. The reserved judgment of Sir Maurice Hill, in which he dismissed the petition and ordered the petitioner to pay the costs of the intervener was read by the President after the retirement of Mr. Justice Hill from the Bench. It being desired to raise questions as to the costs of the other parties the matter was adjourned. The arguments appear sufficiently from the judgment.

LORD MERRIVALE, P., in the course of giving judgment, said that the case had given Sir Maurice Hill great concern, and that that learned judge in the result had found that adultery had not been established, and that it was not a case in which he could give an affirmative judgment. Sir Maurice Hill had dismissed the petition with costs in favour of the intervener. With regard to other costs the judgment did not on the face of it make any order. The suit having been dismissed on the facts found, the present application was for the costs as between the petitioner and the respondent. The question was a difficult one, principally because of the nature of the jurisdiction of the division. There were no settled rules as to costs except within the narrowest limits, and it was the discretion of the court as to the broad questions which came before it which applied to the question of costs. On behalf of the husband it had been said that here was a case of hardship: the wife had large means, the husband had been put to the expense of defending the proceedings, and the court ought to relieve him. On the other hand, it was said that the judge who heard the case had merely held that the evidence was not sufficient to find affirmatively that adultery had been established. Various propositions were founded upon that. It was said that no grounds were apparent for departing from the common course of jurisdiction between husband and wife which was that a wife who needed security to enable her to maintain a suit would be given it. It was contended that there was nothing in the decision of the judge to warrant the semi-penal order for which the respondent asked; and that even if there were jurisdiction, there were no facts before the court as now constituted to enable it to exercise the discretion. He (his lordship) by no means acceded to the suggestion that in a proper case, when a suitor found himself or herself exposed in such circumstances as those to pecuniary charges from which he or she ought to be relieved that court could not find a way to do it. The result of the statutory jurisdiction was a statutory duty to exercise the discretion in a proper case. But was the present such a case? It was his (his lordship's) duty to carry out the findings of Sir Maurice Hill, not to exercise an appellate jurisdiction on them, and on those findings there ought to be no order for costs of the petitioner or of the respondent.

COUNSEL: *Noel Middleton* and *H. R. Barker*, for the petitioner; *Bush James*, for the respondent.

SOLICITORS: *Godfrey & Robertson; Hunt & Hunt.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

United Law Society.

At a meeting of the United Law Society, held in the Middle Temple Common Room on Monday, 2nd February, Mr. J. R. Yates moved and Mr. Jameson seconded: "That this meeting of the United Law Society records its profound regret at the death of The Right Hon. Sir William Bull, Baronet—an old member and a Vice-President of the Society—and expresses its deep sympathy with Lady Bull and members of their family in their great loss."

A meeting of the United Law Society was held in the Middle Temple Common Room on Monday, 16th February, Mr. Wentworth Pritchard in the chair. Mr. C. H. Moseley moved: "That in the opinion of this House the Conservative Party, more than any other party, provides for the well-being of the working classes." The motion was opposed by Mr. W. G. Galbraith and there also spoke Messrs. S. A. Redfern, Burke, Wood Smith and S. E. Redfern. There voted for the motion ten, and against two. The motion was, therefore, carried by eight votes.

A meeting of the United Law Society was held in the Middle Temple Common Room on Monday, 23rd February, 1931, Mr. George Bull in the chair. Mr. B. K. Featherstone moved: "That in the opinion of this House the case of *Rex* v. *Corrigan* [1930] 47 T.L.R. 27, was wrongly decided." Mr. S. A. Redfern opposed, and there also spoke Messrs. R. D. Wood, Oppenheim, Plowman, Wood Smith and Yates. The motion was lost by one vote.

University of London Law Society.

ANNUAL DINNER.

The twenty-fifth annual dinner of the Society was held on Tuesday, the 24th February, at the Holborn Restaurant, Kingsway, W.C.2, the President (T. J. F. Hobley, Esq.) presiding. There were many distinguished guests present, including The Rt. Hon. The Master of the Rolls, The Rev. Dr. J. Scott Lidgett, Vice-Chancellor of the University of London; J. S. Stewart-Wallace, Esq., C.B., H.M. Chief Land Registrar; Dr. W. R. Halliday, Principal of King's College, London; Professors J. H. Morgan, K.C., E. N. da C. Andrade, J. E. G. de Montmorency, H. A. Smith and G. W. Paton; Mr. A. W. Baker Welford, Head of the Faculty of Laws, Birkbeck College; The Rev. W. G. de Lara Wilson; Mr. H. F. Jolowicz, Reader in Roman Law; Dr. Harold Potter, Reader in English Law; Mr. W. I. Jennings, Mr. D. Seaborne Davies; Mr. E. R. Guest, Mr. A. S. Gilbert, Dr. H. B. Williams, Dr. and Mrs. Wesley, Mr. R. C. FitzGerald (Hon. Secretary of the Society) and Mr. G. Stone (the Hon. Treasurer).

The President proposed the toast of "The Guests coupled with the name of The Master of the Rolls," the response being made by The Master of the Rolls. Lord Hanworth in his reply said how delighted he was to be present and spoke of his early days at the Bar.

H.M. Chief Land Registrar, in proposing the toast of "The University of London," said that the University of Oxford, of which he was a humble member, had been described as the home of lost causes, and he was certain that the University of London, for which he had a great admiration, was the home of future causes. Mr. Stewart-Wallace said that he had never been able to locate exactly where the University is in the sense that he could point to certain buildings and say:

This is the University of London; although, of course, he knew where the great colleges of the University were. The Vice-Chancellor of the University, in replying, dealt with the point raised by Mr. Stewart-Wallace and informed the company that he thought the plans of the new University Buildings to be erected on what is known as the "Bloomsbury" site would be approved by the Senate, and building operations commenced within the next two to three years. The Rev. J. Scott Lidgett also referred to the magnificent sports ground acquired for the University at Motspur Park and also to the boat house at Chiswick, and stated that the University was only waiting for a revival in the commercial world to be able to complete its arrangements. He also referred to the great future of the University as a post-graduate centre and to the increasing importance of the work done by the Faculty of Laws.

The toast of the "Legal Profession" was proposed by Professor E. N. da C. Andrade, who made humorous references to the language, dignity, etc., of lawyers. Professor J. H. Morgan, K.C., replied on behalf of the profession.

The toast of "The Society" was proposed by Mr. A. W. Baker Welford, the response being made by the Hon. Secretary. Mr. FitzGerald in his reply stated that he hoped No. 1 of the proposed *University Law Journal* would soon be issued, and referred to the great loss the Society had sustained during the past year by the death of its founder, the late Mr. Gilbert Hurst, Reader in English Law and sometime Fellow of St. John's College, Cambridge.

The City of London Solicitors Company.

Lectures on the Law of Property and Conveyancing.

Arrangements have been made with Mr. F. C. Watmough to deliver to the members and their clerks three lectures upon the Law of Property and Conveyancing.

The first lecture took place at Carpenters' Hall, Throgmorton Avenue, on Wednesday, the 25th inst., and the others will be held in the same place on Wednesday, the 4th March, and Wednesday, the 11th March, at 6 o'clock precisely.

Law Students' Debating Society.

At a meeting of the society held at the Law Society's Hall, on Tuesday, 17th inst. (Chairman, Mr. H. J. Baxter), the subject for debate was: "That the case of *In re Fenton* [1931] 1 Ch. 85; 143 L.T.R. 273, was wrongly decided." Mr. S. H. Levine opened in the affirmative and Mr. W. M. Pleadwell opened in the negative; Mr. D. R. Boult seconded in the affirmative and Mr. C. J. Goodship seconded in the negative. The following members also spoke: Messrs. C. N. Bushell, J. C. Christian-Edwards, N. F. Burge and T. M. Jessup. The opener having replied, and the Chairman having summed up, the motion was lost by two votes. There were twenty-four members and one visitor present.

Incorporated Accountants' London and District Society.

The Gold Standard and the Present Depression.

In a paper which he delivered before the Incorporated Accountants' London and District Society, on Tuesday, the 24th February, Dr. W. H. Coates, LL.B., dealt with several aspects of the currency question. He said that the disequilibrium between the volume of new investments and the volume of new savings bore a close relation to the present depression. In industrial countries, payments out of the production account had been more stable than in agricultural countries, representing stable costs, so that the receipts into and the consumption expenditure out of the consumption account, had been similarly stable. At the same time, receipts into the production account from the sale of manufactured goods had fallen, especially so far as these manufactured products had been offered for sale in agricultural countries. Thus, there had been, naturally, a disinclination on the part of those in control of industry to embark upon new capital developments. Seeing no possibility of profit from new investments, expenditure upon investment goods had decreased. At the same time, in the consumption account, there had been no tendency towards allocating a large part of the receipts available to consumption. Rather the reverse; the allocation to savings had tended to increase, on the grounds of prudence. The desirable equilibrium between new investments arising from enterprise and new savings arising from thrift had been disturbed to its disadvantage. In Mr. Keynes' formula, the second element of his equation became inactive because savings were in excess of investments, so that the tendency of the price level was continually downwards. So long as this remained, the depression would continue.

An International Standard essential.

Dr. Coates disagreed with the recent dictum of Mr. H. W. Lee, President of the Manchester Chamber of Commerce, who had stated that "if the present gold standard were to cease, it would put the trade of the world on a stable basis." If the gold standard were abandoned, said Dr. Coates, it would be essential to substitute some other national standard which would promise at least as much stability. Gold could only be replaced by other assets of value, liquid in their nature, such as short dated securities. As the supply of these was not limited, the control of the price level would then depend upon the volume of such assets held by the central banks, and in the absence of control upon this volume it was clear that the way would be open to vast inflationary movements. The argument led back to the necessity of the co-operation of central banks, either through voluntary agreement between them or by voluntary adherence to an international system, headed by an international bank, such as the Bank of International Settlements.

But even that system would not eliminate the problem of dealing with the disequilibrium of supplies of various commodities, with differing degrees of elasticity of demand. No international system could cope with a disastrous fall in the price, if supply rose enormously beyond the world demand. Perhaps the answer was to be found in a correlative duty which would devolve upon the banking system, namely, so to act in its distribution of credit as to discourage, if not prevent, the investment of capital in any one industry beyond the proportionate needs of the world for that commodity.

The joint stock system and the banking organisation had proved marvellous instruments for the aggregation and distribution of capital. Those in control had not regarded themselves in any wide sense as responsible for fitting the allocation of that capital to the precise needs of the world. For the successful accomplishment of that difficult task, there was needed a comprehensive and scientific system of world statistics of production, stocks and consumption, and a degree of international co-operation and trust, such as the world had not yet seen.

In many respects, the Gold Standard had provided that intimate relation between the nations, and had facilitated their trade accordingly. Its abandonment would probably lead deeper into the morass of international distrust. The aim must be to improve it, and in order to achieve success, a wider public interest must be taken in monetary science. Knowledge led to understanding, and understanding to right decisions, by which alone progress could be made.

The Auctioneers' and Estate Agents' Institute.

A sessional evening meeting of the members of this Institute will be held at 29, Lincoln's Inn Fields, W.C.2, on Thursday, 5th March, 1931, at 7.30 p.m. when Mr. Edward W. Eason (Vice-President) will deliver a paper entitled "Notes on the Housing Act, 1930."

Birmingham Law Society

The 112th annual report of the proceedings of the Society was presented at the annual general meeting held at the Law Library, Birmingham, on Wednesday, the 25th February.

The report, which dealt with the year ending 31st December, 1930, may be summarised as follows:—

The membership of the Society shows an increase of seventeen as compared with last year, the number on the register on the 31st December, 1930, being 424.

The following members have died:—Sir David Brooks, G.B.E., and Messrs. W. J. Burman, J. B. Chapman, J. A. Marigold, G. B. Raybould, H. Russell, A. I. Smallwood, B. Shirley Smith, and W. S. Tunbridge. Sir David Brooks was a past member of the committee, but the claims of his civic duties prevented him from continuing to serve. He was Lord Mayor of Birmingham in 1917-18.

The income and expenditure account shows a credit balance of £560 3s. 6d., as against £379 4s. 4d. last year.

The interest on the investments representing the reserve fund, which is invested annually, amounted for the year 1930 to £298 12s. 6d., and the committee have in addition set aside out of the balance to credit of the income and expenditure account a sum of £451 7s. 6d., making £750, which has been carried to reserve and invested.

Ten thousand four hundred and ninety-five books have been issued during the year.

The reports and statutes and serial legal publications have been purchased as usual. New editions of all important text books and volumes of precedents have been acquired, and copies of many of these have been added to the reference department.

MEDALS AND PRIZES.

The gold medal has been awarded to Mr. W. H. Tilley, LL.B. (articled to Mr. W. C. Camm, of Dudley), who was second in order of merit in the First Class at the Final Honours Examination in November, 1930, and he was also awarded by The Law Society the Daniel Reardon Prize. The award of this medal carries with it the Horton Prize of books to the value of £6 5s.

The bronze medal has been awarded to Mr. F. N. Harmshaw (articled to Mr. F. E. L. Bache, of West Bromwich) who gained Second Class Honours in November, 1930. The committee have added to this a prize of books to the value of £3 3s.

Six students were successful in gaining Third Class Honours: Miss N. J. Mahany (articled to Mr. A. G. Tanfield), Mr. S. Evershed (articled to Mr. F. M. Tomkinson); Mr. J. K. Gale (articled to Mr. A. Parton Smith); Mr. J. W. Grazebrook (articled to Mr. F. M. Tomkinson); Mr. T. H. Parkinson (articled to Mr. A. Round); and Mr. J. F. R. Ritchie (articled to Mr. G. Austin Baker), and the committee have awarded to each of them a prize of books to the value of two guineas.

SOLICITORS BILLS.

In 1929 The Law Society recommended that a fund should be created by a compulsory annual levy on all practising solicitors, such fund to be used at the discretion of the Council of The Law Society for the relief of persons who had suffered loss by reason of the professional misconduct of solicitors. In January last, the Associated Provincial Law Societies discussed proposals for:—

(*a*) A compulsory levy already advocated;
(*b*) Compulsory membership of The Law Society;
(*c*) Individual insurance bonds.

The suggestion most favoured by the Provincial Law Societies was "Compulsory membership of The Law Society."

Following these discussions, the Council of The Law Society caused a Bill to be drafted providing that every practising solicitor should become a member of The Law Society; that The Law Society should be at liberty to set apart from its annual income such sums as the Council might from time to time determine as a relief fund, and the Society should have power, with the concurrence of The Master of the Rolls, to make rules for professional conduct and discipline, and rules as to opening and keeping banking accounts, and accounts of clients' moneys. This Bill received substantial support from the Provincial Societies, but at the annual meeting of The Law Society in July last, that part of the Bill which related to the control of accounts was disapproved. In due course the Bill was presented to Parliament in its restricted form.

Immediately following the annual meeting of The Law Society, Sir John Withers, M.P., for Cambridge University, resigned from the Council, and introduced into Parliament a Bill providing for the compulsory keeping of separate banking accounts for clients' moneys, and annual audits of solicitors' accounts.

Both these Bills have been introduced into the present Session of Parliament. The committee have considered them, and have instructed representatives on the Council of The Law Society and at the meeting of the Associated Provincial Law Societies to support the Bill which had been promoted by The Law Society.

SOLICITORS' CLERKS' PENSION SCHEME.

The Solicitors' Clerks' Pension Scheme has now been inaugurated and copies of the memorandum circulated to all solicitors.

It is hoped that all members will support the scheme, and not only inform their clerks of its existence, but encourage them to join it.

DEBT COLLECTING CASES.

The committee wish to draw attention to the opinion of the Council of The Law Society, that in debt collecting cases, the form of letter used by a solicitor demanding payment of costs in addition to the amount due, is common, and not unprofessional, but that the practice should be deprecated, and, if possible, abandoned entirely.

The matter of divorce jurisdiction in district registries, which is being considered by the Associated Provincial Law Societies, was placed before the committee, and they decided to support the suggestion that all matrimonial causes should be commenced and prosecuted in the district registries, and tried at Assizes, subject to sufficient safeguards whereby appearances by parties living outside the jurisdiction of the district registry might be entered in London or locally, and whereby cases might be remitted to London on application to the registrar by any party upon good cause being shown.

POOR PERSONS PROCEDURE.

The committee nominated under the Poor Persons Rules, 1925, has continued to carry on its work during the year.

Four quarterly meetings of the full committee were held during the year, and thirty-six meetings of the rota members. The number of applications to the committee was 364, an increase of twenty-eight over last year; certificates were granted in 100 cases, as against 119 in 1929—a decrease of nineteen. Ninety-one cases were disposed of during the year, the poor persons being successful in seventy-six cases, and unsuccessful in six cases, while in nine cases the proceedings were abandoned by the applicants.

The committee report with pleasure that they have so far not been at a loss to get counsel or solicitors to take up cases.

The establishment of the Poor Persons Committee does not affect the work of the Poor Man's Lawyer's Association, which continues to give free legal advice as heretofore to persons too poor to pay for it. The committee and the association work in concert, the association transmitting to the committee cases which come to its notice of the kind that are dealt with by the committee.

LEGAL EDUCATION.

A copy of the report of the Birmingham Board of Legal Studies for the year ended 31st August last, shows that the number of students has now reached a total of 107 (compared with ninety-three in the previous year), of whom sixty are reading for The Law Society's examinations.

A memorandum has been issued by The Law Society with regard to the training of articled clerks, which would involve one year's compulsory attendance at an approved law school prior to entering into articles, and the normal term of articles to be reduced from five to four years, and the committee is at present considering the matter.

The Law Clerks' Debating Society.

The above society held their first select dinner and dance at Tussaud's Restaurant, Baker-street, W.1, on Tuesday, the 24th inst. The chairman of the society, Mr. Alexander Morling, received the guests who numbered about fifty. A very pleasant evening was spent, and it is hoped to repeat the venture at a later date. Particulars of the society, whose members meet once a week to debate various topics, may be obtained from the hon. secretary, Mr. A. Walter Constable, c/o Merrimans, 3, Mitre-court, Temple, E.C.4. Membership is open to solicitors and barristers' clerks as well as to those in any way connected with the legal profession.

Legal Notes and News.

Honours and Appointments.

The Council of Legal Education announce the appointment of Professor R. W. LEE, M.A., D.C.L., Barrister-at-Law, of Gray's Inn, to the Examinership in Roman-Dutch Law at the Inns of Court, and of Mr. E. MILNER HOLLAND, M.A., B.C.L., Barrister-at-Law, of the Inner Temple, to be Assistant-Reader in Equity at the Inns of Court.

Mr. WILLIAM GEORGE, solicitor, of Barmouth, has been appointed Clerk to the Barmouth Justices.

Professional Partnerships Dissolved.

RICHARD FURBER and ROLAND CHARLES FURBER (Richard Furber & Son), solicitors, 8, Gray's Inn-square, W.C.1, dissolved by mutual consent. In future the business will be carried on by R. C. Furber solely under the style of Richard Furber & Son, at 8, Gray's Inn-square aforesaid.

CORRECTION.—In our issue of the 1st November, 1930, we stated that ALFRED WARREN MELHUISH, ROBERT WILLIAM EMMET, and ERNEST ARNOLD EMMET, solicitors, 14, Bloomsbury-square, London, W.C.1 (Emmet & Co.), had dissolved partnership by mutual consent as and from 31st July, 1930. We should have added that ALFRED WARREN MELHUISH (who joined the firm in 1890) had decided to retire owing to ill-health, but that the practice was being continued by ROBERT WILLIAM EMMET and ERNEST ARNOLD EMMET under the same style and at the same address as before.

Wills and Bequests.

Mr. C. J. Jeffery, solicitor, of Bradford, for many years clerk to the Commissioners of Taxes, left £23,897, with net personalty £21,513.

Mr. John Morris Stone, seventy-three, barrister-at-law, of Eastbourne and Lincoln's Inn, left £2,628, with net personalty £2,362.

Mr. Seaton Frank Taylor, eighty-six, retired solicitor, of Shortlands, Kent, left £24,618, with net personalty £22,367.

Mr. William North Symonds, fifty-eight, barrister-at-law, of Alderley Edge, Cheshire, left £8,475, with net personalty £6,083.

Mr. Charles John Browne, seventy-four, solicitor, of Nottingham, left £5,769, with net personalty £5,639.

LABOUR AMENDMENT BILL IN STRAITS SETTLEMENTS.

The power of the Controller of Labour, Straits Settlements, to enquire into and decide disputes between an employer and his Chinese labourers having been limited under the existing law to cases where the labourer is employed on agricultural land of more than 25 acres in extent, and experience having shown that in the large majority of cases such disputes arise where the labourers are in some other employment, an amendment has been introduced into the Legislative Council so as to give him jurisdiction in all cases of dispute, whatever the nature of the work or of the place of employment. This amendment will give the labourer access to a tribunal competent to afford a speedy hearing of his complaint.

LECTURES ON ACCOUNTANCY.

The Council of Legal Education have arranged for a course of lectures to be delivered by Mr. J. Alistair Dyson, F.C.A., on "The Elements of Accountancy for the Practising Barrister."

The lectures, which are being given in the Old Hall, Lincoln's Inn, began on Thursday, the 26th inst., at 5 o'clock, and will be continued at the same hour on subsequent Thursdays and Fridays in March.

The chair at the opening lecture was taken by The Rt. Hon. Lord Atkin, Chairman of the Council of Legal Education.

Copies of the syllabus can be obtained at the office of the Council of Legal Education, 15, Old-square, Lincoln's Inn, or at the Treasury Offices of the four Inns of Court.

MERCHANDISE MARKS ACT.

The Board of Trade announce that five new Orders in Council were made recently under s. 2 of the Merchandise Marks Act, 1926, requiring imported ice skates, wallboard, fountain pens, stylographic pens, propelling pencils, and gold pen-nibs, steel shafts for golf clubs, and wrought enamelled holloware of iron and steel to bear an indication of origin on importation or when sold or exposed for sale in the United Kingdom. These Orders will come into force on 12th May, 1931. Copies may be obtained from H.M. Stationery Office, Adastral House, Kingsway; 120, George-street, Edinburgh; York-street, Manchester; 1, St. Andrew's-crescent, Cardiff; 15, Donegall-square West, Belfast; or through any bookseller.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness
M'nd'y Mar. 2	Mr. Andrews	Mr. Blaker	Mr.*Andrews	Mr. Hicks Beach
Tuesday .. 3	Jolly	More	More	Andrews
Wednesday. 4	Hicks Beach	Ritchie	*Hicks Beach	More
Thursday . 5	Blaker	Andrews	Andrews	Hicks Beach
Friday 6	More	Jolly	*More	Andrews
Saturday .. 7	Ritchie	Hicks Beach	Hicks Beach	More

	GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
M'nd'y Mar. 2	Mr.*More	Mr. Ritchie	Mr.*Jolly	Mr. Blaker
Tuesday .. 3	*Hicks Beach	Blaker	*Ritchie	*Jolly
Wednesday. 4	*Andrews	Jolly	*Blaker	Ritchie
Thursday . 5	More	Ritchie	Jolly	*Blaker
Friday 6	Hicks Beach	Blaker	*Ritchie	Jolly
Saturday .. 7	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

The EASTER VACATION will commence on Friday, the 3rd day of April, 1931, and terminate on Tuesday, the 7th day of April, 1931, inclusive.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (1st May 1930) 3%. Next London Stock Exchange Settlement Thursday, 5th March, 1931.

	Middle Price 25 Feb. 1931.	Flat Interest Yield.	Approximate Yield with redemption
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	88	4 10 11	—
Consols 2½%	56½	4 8 6	—
War Loan 5% 1929-47	103¼	4 16 10	—
War Loan 4½% 1925-45	100	4 10 0	4 10 0
Funding 4% Loan 1960-90	91½	4 7 5	4 8 0
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	92½xd	4 6 6	4 8 9
Conversion 5% Loan 1944-64	105	4 15 3	4 14 0
Conversion 4½% Loan 1961	100	4 10 0	4 10 0
Conversion 3½% Loan 1961	78xd	4 9 9	—
Local Loans 3% Stock 1912 or after	65½	4 11 7	—
Bank Stock	267½	4 9 9	—
India 4½% 1950-55	79	5 13 11	6 2 6
India 3½%	59	5 18 8	—
India 3%	50	6 0 0	—
Sudan 4½% 1939-73	98	4 11 10	4 12 3
Sudan 4% 1974	87	4 12 0	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by Brit. Govt. Estimated life 15 yrs.)	86½	3 9 4	3 18 0
Colonial Securities.			
Canada 3% 1938	91	3 5 11	4 8 6
Cape of Good Hope 4% 1916-36	97	4 2 6	4 11 6
Cape of Good Hope 3½% 1929-49	83	4 4 4	4 18 0
Ceylon 5% 1960-70	102	4 18 0	4 17 6
*Commonwealth of Australia 5% 1945-75	72½	6 17 11	7 0 0
Gold Coast 4½% 1956	98	4 11 10	4 12 6
Jamaica 4½% 1941-71	98	4 11 10	4 12 0
Natal 4% 1937	97	4 2 6	4 11 9
*New South Wales 4½% 1935-1945	65	6 18 6	8 12 6
*New South Wales 5% 1945-65	55	9 1 10	9 14 6
New Zealand 4½% 1945	89½	5 0 7	5 11 6
New Zealand 5% 1946	93½	5 6 11	5 12 6
Nigeria 5% 1950-60	103	4 17 1	4 16 0
*Queensland 5% 1940-60	61	8 4 0	10 2 0
South Africa 5% 1945-75	99½	5 0 6	5 1 0
*South Australia 5% 1945-75	65	7 13 10	7 17 6
*Tasmania 5% 1945-75	71	7 0 10	7 3 0
*Victoria 5% 1945-75	67	7 9 3	7 13 6
*West Australia 5% 1945-75	65	7 13 10	8 0 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	66	4 10 11	—
Birmingham 5% 1946-56	104	4 16 2	4 14 6
Cardiff 5% 1945-65	100xd	5 0 0	5 0 0
Croydon 3% 1940-60	76	3 18 11	4 9 6
Hastings 5% 1947-67	103	4 17 1	4 16 6
Hull 3½% 1925-55	82	4 5 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	76	4 12 1	—
London City 2½% Consolidated Stock after 1920 at option of Corporation	57	4 7 9	—
London City 3% Consolidated Stock after 1920 at option of Corporation	65	4 12 4	—
Metropolitan Water Board 3% "A" 1963-2003	67	4 9 7	—
Do. do. 3% "B" 1934-2003	67	4 9 7	—
Middlesex C.C. 3½% 1927-47	86	4 1 5	4 14 6
Newcastle 3½% Irredeemable	76	4 12 1	—
Nottingham 3% Irredeemable	66	4 10 11	—
Stockton 5% 1946-66	103	4 17 1	4 16 6
Wolverhampton 5% 1946-56	104	4 16 2	4 14 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	82½	4 17 0	—
Gt. Western Railway 5% Rent Charge	100½	4 19 6	—
Gt. Western Rly. 5% Preference	92½	5 8 1	—
L. & N.E. Rly. 4% Debenture	73⅜	5 9 7	—
L. & N.E. Rly. 4% 1st Guaranteed	69½	5 15 2	—
L. & N.E. Rly. 4% 1st Preference	52½	7 12 5	—
L. Mid. & Scot. Rly. 4% Debenture	74½	5 7 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	73½	5 8 10	—
L. Mid. & Scot. Rly. 4% Preference	52½	7 12 5	—
Southern Railway 4% Debenture	78½	5 1 11	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	88½	5 13 0	—

*The prices of Australian stocks are nominal—dealings being now usually a matter of negotiation.

READING CASES

FOR THE

SOLICITORS' JOURNAL

Cloth. Gilt Lettering. Strongly made. **6/-** 26 Strings (sufficient for Six Months).

Postage 6d.

Address Orders to
THE ASSISTANT EDITOR, "THE SOLICITORS' JOURNAL,"
29, BREAMS BUILDINGS, LONDON, E.C.4.

LEGACIES and BEQUESTS

are needed by

EARL HAIG'S BRITISH LEGION APPEAL FUND.

The great National Voluntary Organisation which makes provision for Distressed Ex-Servicemen of all Services and of all ranks, their Dependents and the Widows and Orphans of those who gave their lives in the Great War.

SOLICITORS are earnestly requested to bring to the notice of Clients making their Wills this FUND, which serves to discharge

THE DEBT OF HONOUR.

Full particulars and Forms of Bequest can be obtained from the Organising Secretary (Capt. W. G. Willcox, M.B.E.), 26, Eccleston Square, London, S.W.1.

EX-AIR Force, age 37, to represent Electrical or Motor Company or position of trust. Willing go any where, disengaged. Fidelity Bond. Good address, personality and capable organisation. 12426.

ARTICLED CLERKS, &c.

SOLICITOR has vacancy for Articled Clerk; good opportunity in busy office.—Apply Box 648, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FIRM, established over a century in county town 35 miles from London, will take articled clerk and give personal supervision; premium by arrangement —Box 630, Solicitors' Journal, 29, Breams-buildings, E.C.4

VACANCY in newly established Manchester office for energetic articled clerk: personal supervision and tuition assured; premium essential.—Box 314, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, general practice and clerk to local authority in growing South Coast town, has vacancy for articled clerk. Public school man preferred. Good prospects for suitable man used to country life.—Box No. 87, Solicitors' Journal, 29, Breams-bldgs., E.C.4.

PRACTICES AND PARTNERSHIPS.

PRACTICE required for young Solicitor, or would consider Partnership in well-established firm. Midlands preferred.—Write in strict confidence, C. W. Nourse F.C.R.A., Transfer Consultant, 91A, St. Peter's-street, Derby. Telephone: 2629.

SMALL General Practice with possibilities (within 30 miles of Manchester) for sale; reasonable offer accepted as immediate sale essential.—Apply Box 638, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, desires to purchase established progressive Conveyancing and General Practice producing average net profit £1,000 per annum in London.—Box 124, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SMALL Practice, with possibilities (in Wales), for sale, owing to advanced age.—Apply Box 665, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EXPERIENCED Solicitor required as Partner, in consequence of death of Junior Partner, in old-established Family Conveyancing and General Practice, with County connections. Excellent prospects for suitable gentleman. Audited Accounts.—State age, experience and capital available. Box 657, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), M.A., Oxon, Commissioner for Oaths, desires partnership in old-established Conveyancing and General Country Practice; preferably in Chester or neighbouring counties. Wide experience in conveyancing, trust and family business and general practice. Able to introduce business; necessary capital available.—Box 246, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.

ST. JAMES'S.—Well-appointed Corner House of 18 rooms, suitable for solicitors or any important firm requiring offices. Freehold, to be sold with possession. —Full particulars from the Agents, White, Druce & Brown, 3, Hanover-square, W.1.

TO SOLICITORS.—An Entire House, suitable for Offices, close to Oxford Circus, to let, 16 rooms, newly decorated. Rent £500 p.a. Agents, Garrett, White & Poland, 17, Hanover-street, W.1.

MORTGAGE SECURITIES.

MESSRS. HAMPTON & SONS, 20, St. James's-Square, S.W.1, are in touch with a number of Trust and Private Funds, from £3,000 upwards, which are available for lending on approved securities. Property Owners and others requiring mortgages are invited to communicate with Messrs. Hampton & Sons, as above.

F. G. R.

£50,000 to Invest in Freehold Ground Rents. Reversion 50 years and under —and good clean weekly property. Freehold and Leasehold, in any London District. No commission required.—Full particulars to National Real Estate and Finance Co., Ltd., 3, Redcross-street E.C.1.

FREEHOLD Ground Rents required on Houses or Shops. Reversions in 50-55 years. Considerable funds available. No commission required.—Please send details to H. E. Foster & Cranfield, Surveyors, 6, Poultry, E.C.2.

INVESTMENTS.

TRUST FUNDS available for Investment on mortgage. Low interest, but securities must be first-class. Trustees' Surveyors (who charge no procuration fee): Humbert & Flint, 6, Lincoln's Inn-fields, W.C.2.

LAW BOOKS.

FOR SALE.—L.J. Reports, 1823-1896 (137 vols.), half-calf; Statutes, 1835-1896 (39 vols.), half-calf. Revised Statutes, 1235-1891 (18 vols.), cloth; Statutes at large, from 9 Hen. III to 5 Vict. (28 vols.), good condition; Halsbury's "Laws of England"; what offers?—Box 647, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 68 to 73, unbound. What offers?—Box 650, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FOR SALE.—"The Solicitors' Journal," Vols. 65 to 73, cloth bound, perfect condition. What offers?—Box 589, Solicitors' Journal, 29 Breams-buildings, E.C.4.

INFORMATION REQUIRED.

2s. per line.

MRS. FRANCES HART, deceased.—Will any Solicitor who has knowledge of a Will made by the above, late of 335, Brownhill-road, Catford S.E.6, please write to Messrs. Clifford-Turner & Co., 81, Gresham-street, E.C.2.

BARBER.—The Kin of JOHN BARBER, late of 4, Wattisfield-road, Clapton, Middlesex, who died at Hackney, Middlesex, on the 1st November, 1930, are requested to apply to the Treasury Solicitor (B.V.), Storey's-gate, London, S.W.1. (Estate about £4,000.)

RE ROSA KATE HANCOCK, deceased.—Will any person having in his possession any Wills or Draft Wills made by the above-named Deceased, late of Courtfield-gardens Hotel, Courtfield-gardens, S.W.5, please Communicate immediately with Herbert Hind, Solicitor, 15, Long-row, Nottingham?

WILL MARGARET SMITH or anyone knowing her whereabouts please Write to Philip Eric Smith, care of A. Daniels, 106, Heber-avenue, Calexico, Calif., U.S.A.?

BREAN, SOMERSET, COURT ROLLS.—Inspection is required of the Court Rolls of the Manor of Brean. The whole Manor was, in 1575, in the possession of Henry Beecher, who sold it in 1604 to Thomas Bond. In 1636 Thomas Bond divided the Manor and sold the copyhold lands to William Cann. Nothing is known of the descent of the copyhold lands subsequent to 1636. Any information on the above subject should be communicated to Messrs. Nicholl, Manisty & Co., Solicitors, 1, Howard-street, Strand, London, W.C.2.

WILLIAM HILL, deceased.—Will any person having knowledge of any Will or Codicil made since 25th November, 1925, by the above deceased, late of "Redbrooke," Charing Heath, Kent, please communicate with Messrs. Batten & Co., 13, Victoria-street, Westminster, S.W.1?

RE MAJOR CHARLES W. HYLAND, decd.—Will any Solicitor or other person having knowledge of any Will made by the above-named deceased, who travelled on the Continent and had a residence in France, communicate with Box 666, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WILL REBECCA, daughter of ALFRED and CLARA LONG, late of Colwyn Bay, COMMUNICATE with W. J. Gregory, Post Office-chambers, Colwyn Bay?

IF MISS MAJA FOELIX, formerly of 16, Poet's-road, Highbury, will COMMUNICATE either with Messrs. Kerwood & Co., of Church-road, Redditch, or Messrs. Long & Gardiner, of 8, Lincoln's Inn-fields, London, she will hear something to her advantage.

RE WILFRID MATHIESON, deceased, late of Sheepscombe (near Stroud), Gloucestershire. Any Solicitor or other person aware of the preparation or existence of a Will made by the above-named deceased is requested to communicate with Messrs. Rooks, Wales and Co., of 16, King-street, Cheapside, E.C.2, Solicitors.

CAMBERWELL HOUSE,

33, Peckham Road, London, S.E.5.

Telegrams: "PSYCHOLIA, LONDON."
Telephone: RODNEY, 4731, 4732.

For the Treatment of Mental Disorders.

Also completely detached villas for mild cases with private suites if desired. Voluntary Patients received. Twenty acres of grounds. Hard and Grass Tennis Courts, Bowls, Croquet, Squash Racquets, and all indoor amusements, including Wireless and other Concerts, Occupational Therapy, Physical Drill and Dancing Classes, X-ray and Actino-Therapy, Prolonged Immersion Baths, Operating Theatre, Dental Surgery, and Ophthalmic Department, Chapel.
Four Resident Physicians and Visiting Pathologist.
An illustrated Prospectus may be obtained upon application to the Secretary.

HOVE VILLA, BRIGHTON,
Convalescent Branch of the above.

FIELD & SONS,

(Established over 100 years).

CHARTERED SURVEYORS,
AUCTIONEERS, VALUERS,
LAND & ESTATE AGENTS.

AUCTION SALES at the MART MONTHLY.

OFFICES:

54, BOROUGH HIGH ST., LONDON BRIDGE, S.E.1.
PALACE CHAMBERS, WESTMINSTER, S.W.1.

SALTER, REX & CO.

Chartered Surveyors, Auctioneers & Valuers

311, KENTISH TOWN ROAD, N.W.5, and 121, CHEAPSIDE, E.C.2.

'Phones: GULLIVER 1085 (4 lns.) & NATIONAL 8394 (2 lns.).

Telephone: HOLBORN 584 (3 lines).

WEATHERALL & GREEN

Surveyors, Valuers, Auctioneers, and Estate Agents,

22, CHANCERY LANE, W.C.2.

SALES BY AUCTION.

VALUERS FOR ESTATE DUTY OF REAL ESTATE AND FURNITURE.

RATING SURVEYORS. COMPENSATION VALUERS.
VALUERS OF LICENSED PROPERTY.

H. J. BLISS & SONS

MONTHLY SALES at THE AUCTION MART.

Special attention also given to

Valuations; Specifications; Dilapidations; Management of House Property; Compensation Claims; Sale by Private Treaty.

106, Cheapside, E.C.2 & 164, Bethnal Green Rd., E.2.

To Solicitors, Trustees and Executors

DEBENHAM, STORR & SONS, LTD.

AUCTION ROOMS.

(ESTABLISHED 1813.)

Auctioneers and Valuers of all Classes of Property.

For the Sale of Jewellery, Antique and Modern Silver, Curios, Furniture, China, Choice Furs, Works of Art, etc.

Valuations made in Town and Country for all purposes.

APPLY:

26, King St., Covent Garden, London, W.C.

Phone: Temp. Bar 1181. Telegrams: "Viewing, London."

ESTABLISHED 1852.

DRIVERS & NORRIS,

F.A.I.,

AUCTIONEERS, VALUERS,
SURVEYORS, HOUSE, ESTATE
AND FACTORY AGENTS.

407, HOLLOWAY RD., N.7.

Telegrams: "DRIVERS, HOLLOWAY." 'Phones: NORTH 1503, 1504 & 1131.

LODINGTONS

15, STRAND, W.C.2.

RENT COLLECTIONS A SPECIALITY.

EXCEPTIONALLY LOW CHARGES. PROMPT SETTLEMENTS.
BANKERS: MIDLAND BANK. WRITE FOR TERMS.

THE GRAFTON GALLERIES.

HURCOMBS, of Piccadilly, having purchased the lease of the above, will hold—when not otherwise engaged—Periodical AUCTION SALES of ANTIQUE FURNITURE, PAINTINGS, ENGRAVINGS, BOOKS, MANUSCRIPTS, CHINA, GLASS, &c. Weekly Sales of JEWELS and SILVER at Calder House.

Owners desiring to include property in any of these Sales should send particulars or make an appointment for a representative to call.

All communications, and applications for Hiring the Galleries should be addressed to—

HURCOMBS, PICCADILLY, W.1.

(Entrance 1. Dover-street.)
'Phone Gerrard 5971–4.

KNIGHT FRANK & RUTLEY'S

SALE ROOMS

FOR

JEWELS, FAMILY PLATE, PICTURES, FURNITURE, CHINA,

And all classes of Valuable Property.

SALES IN COUNTRY HOUSES. FIRE VALUATIONS.

Special Estate Rooms for Auctions of Real Property and Investments.

20, HANOVER SQUARE, LONDON, W.1.

PERIODICAL SALES.
ESTABLISHED 1843.

H. E. FOSTER & CRANFIELD

conduct PERIODICAL SALES of
REVERSIONS (Absolute and Contingent),
LIFE INTERESTS and ANNUITIES,
LIFE POLICIES,
Shares and Debentures,
Mortgage Debts and Bonds, and
Kindred Interests,
on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

PERIODICAL PROPERTY AUCTIONS.

H. E. FOSTER & CRANFIELD

beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.

Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1296 (3 lines).

GLEDHILL & GLEDHILL

SURVEYORS, AUCTIONEERS and ESTATE MANAGERS,

82, BOROUGH HIGH ST., S.E.1.

Factory and Warehouse Surveyors.

HOP. **Properties entirely managed.** 5026.

By order of Executors and others.

STIMSON & SONS

will SELL by AUCTION at the LONDON AUCTION MART, 155, QUEEN VICTORIA-STREET, E.C., on THURSDAY, MARCH 12th, at 2.30 o'clock, the following:

FREEHOLD GROUND RENTS.

£140 per annum, secured upon 76, 78 and 80, Southampton-street, 4 to 16, Acorn-street, 67 to 75, 83 to 89, Edmund-street, and 15 and 17, Westmacott-street, Camberwell (with Reversion in 31 years to estimated gross rack rents of £830 per annum).

£108 per annum, secured upon 159 to 185, 195 to 201, Stebondale-street, Cubitt Town.

£24 per annum, secured upon 81 to 87, Bollo Bridge-road, Acton.

£22 15s. per annum, secured upon 135 to 147, Wellington-road, Forest Gate.

£7 per annum, secured upon 9, Swinbrook-road, North Kensington.

Particulars of Stimson & Sons, 25, Ironmonger-lane, E.C.2, and 12, New Kent-road, S.E.1.

The National Hospital, Queen Square, W.C.1.

For the Relief and Cure of Diseases of the Nervous System, including Paralysis and Epilepsy.

LEGACIES

ARE A VALUED HELP.

THE EARL OF HARROWBY, Treasurer.

REVERSIONARY INTEREST SOCIETY

LTD. (ESTD. 1823).

EQUITABLE REVERSIONARY INTEREST

SOCIETY, LTD. (ESTD. 1835).

The two Societies are under the same management at

19, COLEMAN STREET, LONDON, E.C.2.

Total Funds invested in Reversions purchased or in Loans upon them: £1,800,000.

The Law Costs for Loans are regulated by Scale.

PECKHAM HOUSE

MENTAL HOSPITAL.

ESTABLISHED 1826.

112, PECKHAM ROAD, LONDON, S.E.15.

Telegrams: "ALLEVIATED, LONDON."
Telephones: RODNEY 4741 & 4742.

Certified Patients and Voluntary Boarders Received.

Private houses for suitable cases adjoin the Institution. Holiday parties sent to the Seaside branch at Kearsney during the summer months. Moderate terms. Apply to Medical Superintendent for further particulars and Illustrated Prospectus.

Telephone: Holborn 0602.

EDE & RAVENSCROFT

FOUNDED IN THE REIGN OF WILLIAM & MARY, 1689.

ROBE MAKERS **COURT TAILORS**

BY APPOINTMENT.

TAILORING—SOLICITORS' GOWNS.

Wigs for Registrars, Town Clerks & Coroners.

93 & 94, CHANCERY LANE, LONDON, W.C.2.

Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853). Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W. Saturday, February 28th, 1931.